

# **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

40 June 4, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

Los Angeles County Board of Supervisors

June 04, 2013

Gloria Molina First District

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Michael D. Antonovich Fifth District

Mitchell H. Katz, M.D.

Hal F. Yee, Jr., M.D., Ph.D. Chief Medical Officer

Christina Ghaly, M.D. Deputy Director, Strategic Planning The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street

Los Angeles, California 90012

**Dear Supervisors:** 

APPROVAL OF AMENDMENTS TO SIX EXISTING AGREEMENTS AND APPROVAL OF A SUCCESSOR AGREEMENT WITH M2S, INC.

(ALL DISTRICTS)

(3 VOTES)

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

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www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



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#### **SUBJECT**

Approval of Amendments to five equipment maintenance Agreements, one security monitoring and equipment repair Agreement, and one successor Agreement for 3D imaging service at various Department of Health Services and Department of Public Health facilities and request to delegate authority to execute as needed future amendments to these Agreements.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Agreement H-704372 with Acceletronics West, Inc. (Acceletronics), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2015, for equipment maintenance and repair services at Harbor-UCLA Medical Center (H-UCLA MC) as listed on Attachment A, with a two-year maximum obligation of \$48,000 for routine maintenance and repairs, plus a one-time not to exceed amount of \$43,000 for as needed highly specialized repairs and integral parts that are not included in the contracted maintenance and repair services during the two-year period, with a total two-year maximum cost of \$91,000 through June 30, 2015.

- 2. Authorize the Director, or his designee, to execute Amendment No. 5 to Agreement H-700917 with California Boiler, Inc. (CBI), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with annual maximum obligation of \$194,350 and a total five-year cost of \$971,750 through June 30, 2018.
- 3. Authorize the Director, or his designee, to execute Amendment No. 6 to H-700772 with Johnson Controls Inc. (JCI), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with annual maximum obligation of \$799,127 and a total five-year cost of \$3,995,635 through June 30, 2018.
- 4. Authorize the Director, or his designee, to execute Amendment No. 3 to Agreement H-207500 with FujiFilm Medical Systems (FujiFilm), effective upon board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2014, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with a one-year maximum obligation of \$1,990,550.
- 5. Authorize the Director, or his designee, to execute Amendment No. 2 to Agreement H-702930 with nSpire Health Inc. (nSpire), effective upon Board approval, to extend the term of the Agreement for the period of August 1, 2013 through July 31, 2014, for equipment maintenance and repair services at LAC +USC Medical Center (LAC+USC MC) listed on Attachment A, with a one-year maximum obligation of \$38,512.
- 6. Authorize the Director, or his designee, to execute Amendment No. 6 to Agreement H-700133 with Allen Alarm Systems, Inc. (Allen Alarm), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for alarm system installation, monitoring, and repair services of security alarm systems at DHS and Department of Public Health (DPH) facilities listed on Attachment A, with an annual maximum obligation of \$49,574 and a total five-year cost of \$247,868 through June 30, 2018.
- 7. Delegate authority to the Director, or his designee, to amend the abovementioned six Agreements to increase each total maximum obligation by no more than 40 percent above the annual maximum obligation for each Agreement for a total potential increase of \$2,916,926 to add equipment coming off warranty, to authorize and pay for repairs or maintenance for equipment that is out of scope and excluded under the Agreements' basic maintenance services, and to add equipment/services to additional locations.
- 8. Authorize the Director, or his designee, to execute a successor Agreement with M2S, Inc. (M2S), effective upon Board approval for the period July, 1, 2013 through June 30, 2018, with the option to extend the term for an additional twelve months through June 30, 2019, for the continued provision of 3D imaging services associated with endovascular prostheses used in the treatment of aortic and peripheral vascular lesions at H-UCLA MC at a per

interactive service package rate of \$375, with an estimated annual cost not to exceed \$200,000 for a total maximum obligation of \$1,000,000.

9. Delegate authority to the Director, or his designee, to execute future Amendments to the Agreement with M2S to: i) incorporate provisions consistent with County Code, Board policy, and Chief Executive Officer (CEO) contracting requirements; and ii) exercise an option to extend the term of the Agreement for an additional 12 months, and increase the maximum obligation accordingly, subject to the availability of funding, and review and approval by County Counsel, with notification to the Board and Chief Executive Office (CEO).

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

#### FIVE EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS

#### Acceletronics

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Acceletronics, substantially similar to Exhibit I, for the continued provision of maintenance and repair services of the linear accelerator at H-UCLA MC. This equipment is highly specialized and is utilized for radiation treatment for patients with cancer or radiosurgery within the brain. Proper regular maintenance and repair services for this equipment safeguards the safety of radiation treatment for patients.

The Contractor has agreed to not increase its current rates for the two-year extension period. Acceletronics would only agree to a fixed price for a two year extension of the current Agreement due to the difficulty of obtaining parts and the likelihood that prices for parts will significantly increase. The additional \$43,000 requested for the two year extension will be utilized for the purchase of highly specialized parts, only if needed.

Due to budgetary constraints, Harbor intends to use this equipment as long as parts can be found instead of purchasing new equipment.

#### **CBI**

Approval of the second recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with CBI, substantially similar to Exhibit II, for the continued provision of maintenance and repair services of the boiler systems at Rancho Los Amigos National Rehabilitation Center (RLANRC), H-UCLA MC, Long Beach Comprehensive Health Center, Bellflower Health Center, and Wilmington Health Center.

The Contractor has agreed not to increase its current fixed rates for all preventive maintenance and related services for the five-year extension. The hourly rates for as-needed repair services have increased by an average of five percent.

#### JCI

Approval of the third recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with JCI, substantially similar to Exhibit III, for the continued provision of maintenance and repair services of chiller equipment at LAC+USC MC, H-UCLA MC, and RLANRC, as well as maintenance and repair services of security systems, nurse call systems, and

Metasys Control System at LAC+USC MC. The Contractor has agreed to not increase its current rates for an additional period of five years.

Regular preventive maintenance of all these systems is required to ensure appropriate operation of critical systems, otherwise patient safety may be jeopardized. The JCI security systems, nurse call systems, and the Metasys Control System that controls all the building systems, such as heating, ventilation, and cooling (including the chillers) at LAC+USC MC were initially purchased and installed during the facility construction. Due to the proprietary nature of these built-in systems, only JCI can provide the maintenance and repair services.

# FujiFilm

Approval of the fourth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with FujiFilm, substantially similar to Exhibit IV, for continued provisions of equipment maintenance and repair services for computed radiography digital imaging systems at DHS Medical Centers and Comprehensive Health Centers (CHC's) listed on Attachment A. Due to the expansion of equipment maintenance and repair services at DHS facilities, the cost of the one-year extension is higher than the previous period. The additional cost included the acquisition of mobile portable x-ray units for use at patient bedside and/or emergency room use.

Over the years, the FujiFilm system has expanded throughout DHS facilities and encompassed changes in radiological technology applicable to direct patient services. FujiFilm equipment is considered a medical device and is regulated by the Food and Drug Administration (FDA). When the Agreement was initially set up, the equipment was not considered Information Technology (IT) equipment. However FujiFilm's IT auxiliary services support data storage and image retrieval, backups, and network distribution of radiological patient information, which requires a greater prospective IT role. As a result, DHS is recommending only a one-year extension of this Agreement in order to draft a successor Agreement as an IT Agreement. DHS will return to the Board with a successor Agreement for FujiFilm prior to the expiration date of June 30, 2014.

#### nSpire

Approval of the fifth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with nSpire, substantially similar to Exhibit V, for the continued provision of equipment maintenance and repair services for pulmonary systems at LAC+USC MC for a one-year period. The systems at the Pulmonary Physiology Laboratory are not considered the most current technology and the Laboratory is undergoing a feasibility study in order to determine a future plan for upgrading or replacing the equipment. DHS is requesting the one-year extension to allow ample time to complete the feasibility study and implement the recommendations.

The contractor requested a four percent increase to the current rates for additional equipment coming off warranty that needs to be added to the service agreement.

#### SECURITY MONITORING AND EQUIPMENT REPAIR SERVICES

#### Allen Alarm

Approval of the sixth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Allen Alarm, substantially similar to Exhibit VI, for the continued provision of installation, inspection, and repair services of the security alarm systems, as well as supervised monitoring 24 hours a day, seven days a week, of the panic and intrusion alarms and

reports any intrusion and panic alarm signals, and fire alarm signals at RLANRC and five DPH health centers.

The Contractor has agreed to retain its current fixed rates for five years, with the exception of one dollar increase to its hourly rate for out-of-scope services.

Delegated Authority for the Six Agreements

Approval of the seventh recommendation will allow the Director, or his designee, to increase the maximum obligation of each of the aforementioned six Agreements up to 40 percent of the annual contract maximums, if necessary, to add equipment coming off warranty, and/or emergency where applicable and/or out of scope repairs, and/or additional locations.

The Joint Commission on the Accreditation of Healthcare Organizations (The Joint Commission) requires facilities to ensure routine preventative maintenance, timely repairs, and performance/safety testing of its medical equipment and to maintain patient safety. Therefore, this delegated authority is necessary to enable the Agreements to be amended timely to guarantee that the critical equipment is maintained appropriately and ensure the safety of patients and facility staff, as well as to meet the requirements of The Joint Commission. Board policy generally allows delegated authority to increase the maximum obligation up to 10 percent. However, based on experience in recent years with several other equipment maintenance service agreements, DHS believes that requesting 40 percent for potential increases is appropriate since adding even a few pieces of equipment or an additional facility may require a significant funding increase.

The facility will only request that equipment or locations be added if additional services are needed and funding is available in the facility's budget. In accordance with Board Policy 5.120, on May 21, 2013, DHS provided the Board, with a copy to Chief Executive Officer, the required two-week notice of intent to request a delegation of authority in excess of 10 percent.

3D IMAGING

M2S

Approval of the eighth recommendation will allow the Director, or his designee, to execute a successor Agreement, with M2S, to replace the current sole-source Agreement that is scheduled to expire June 30, 2013 for services provided at H-UCLA MC.

M2S is the only vendor that offers 3D imaging with 3D reconstruction through its Preview Treatment Planning (PTP) software that includes proprietary VirtualGraft ® technology as well as Patient Evaluation and Management Systems (PEMS) for longitudinal tracking. The VirtualGraft is patented technology that allows a physician to plan an endovascular aortic aneurysm case, select the most suitable endograft and determine C-arm angle before the patient is admitted to the hospital. In addition, M2S continues to be the only vendor approved nationwide by the FDA to provide the unique services specific to aortic aneurysms and qualified by the Centers for Medicare and Medicaid for reimbursement.

# Delegated Authority for M2S

Approval of the ninth recommendation will allow the Director, or his designee, to extend the term of the Agreement with M2S for an additional 12 months, and increase the maximum obligation of the Agreement accordingly and subject to available funding in the facility's budget.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

#### FISCAL IMPACT/FINANCING

The total five-year maximum obligation of the Amendments to the six Agreements and successor Agreement with M2S is \$8,335,315. DHS's share is \$8,315,265 and DPH's share is \$20,050. The maximum obligation for each facility by Agreement is identified in Attachment A.

The total five-year potential increase under the 40 percent delegated authority for the six equipment maintenance and repair services agreements is \$2,916,926 and would be funded using existing resources.

The potential increase to extend the term for one year under the delegated authority for M2S is \$200,000 and would be funded using existing resources.

Funding for M2S will be utilized to support prosthesis placement procedures, on a fee-for-service basis at the rate of \$375 per procedure, inclusive of services and maintenance, through June 30, 2018. Recognizing the need for computerized imaging surveillance of endovascular device placements, the Centers for Medicaid and Medicare Services (CMS) has approved Medicare reimbursement for use of the services provided by M2S.

Funding is included in DHS's and DPH's respective Fiscal Year 2013-14 Recommended Budgets and will be requested in future fiscal years as necessary.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

#### Acceletronics

The Board approved an initial three year Agreement with Acceletronics on June 1, 2010 for the provision of preventive maintenance and repair services for the linear accelerator at Harbor. At the time the Contractor was not willing to enter into a five year Agreement as is typical.

CBI

The Board approved an Agreement with Southern California Boiler (SCB) on June 7, 2006 for Equipment Maintenance and Repair Services of boilers. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013. Under the Board's delegated authority, on November 9, 2012, DHS executed an Amendment to approve the assignment and delegation of the rights and responsibilities from SCB to CBI after its name change.

JCI

The Board delegated authority to the Director to execute an Agreement with York International Corporation (York) on June 29, 2004 to provide maintenance services for the chillers at RLANRC. Subsequently on May 18, 2006, the Board approved a delegation and assignment of the Agreement

following JCI's acquisition of York, as well as an extension of the Agreement through June 30, 2011.

The Board subsequently approved a two-year extension of the Agreement through June 30, 2013, in exchange for a 10 percent reduction in cost for the preventive maintenance services of the chillers at RLANRC. The JCI chillers, security systems, Nurse Call systems, and Metasys Control System at LAC+USC MC were added to the Agreement with Board approval on February 16, 2010 when the items came off warranty from the initial purchase. On September 14, 2010, the Board approved an amendment to increase the annual maximum obligation for repair services of the systems at LAC +USC MC.

### nSpire

On August 1, 2007, DHS executed an agreement with nSpire effective through July 31, 2008, with a maximum obligation of \$28,550 under delegated authority authorized by the Board on June 7, 2006. The Board approved an Amendment with nSpire on June 10, 2008 to extend the term of the Agreement through July 31, 2013.

#### FujiFilm

The Board approved an Agreement with FujiFilm on April 2, 2002 for the provision of preventative maintenance and repair services for the Computed Radiography Digital Imagining Systems at LAC +USC MC and Martin Luther King Jr. Medical Center. Amendments 1 and 2 broadened FujiFilm Computed Radiography Digital Imaging Systems with provisions for preventative maintenance and repair services to DHS Medical Centers and CHC's. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013.

#### Original Equipment Manufacturer (OEM)

JCI, nSpire, and FujiFilm are the OEMs. Companies often use proprietary technology in their equipment to ensure the competitors cannot service the equipment or limit the availability of the parts to the 3rd party. When the warranty expires, the best option is to contract with the OEM to ensure that the equipment is maintained in accordance with equipment specifications. Another benefit to contracting with the OEM is the guarantee of faster access to OEM parts when repair services, especially for emergencies, are needed.

#### Allen Alarm

The Board approved an Agreement with Allen Alarm on June 17, 2003 for the provision of maintenance and repair services for the security alarm systems at RLANRC. Four DPH facilities were added via amendment in 2009. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013. DPH requested to add Martin Luther King, Jr. Center for Public Health to the Agreement, effective July 1, 2013.

#### M2S

In 2003, the Board approved a sole source Agreement with M2S, formerly Medical Metrix Solutions, Inc., to provide patient-specific 3-D imaging services at H-UCLA MC through June 30, 2013.

Since the Board's approval of the previous Agreement, advances in technology have resulted in case planning tools for vascular studies that now included thoracic aortic aneurysms and peripheral

and cerebrovascular images, case planning tools for fenestrated/branched endovascular repair of complex thoraco-abdominal and juxtarenal aortic aneurysms, case planning tools for aortic dissections, case planning tools for endovascular repair of tortuous and highly angulated anatomy and vascular access planning for Transcatheter Aortic Valve Replacement. This advanced technology now enables treatment to a larger patient population with complex anatomy.

Prior to the development of endovascular prostheses, the repair of aortic lesion traditionally required major surgery with hospitalization of 10 to 12 days. Now, with the use of endovascular prostheses, inserted by catheter without major surgery, patients require an average of 4 days of hospitalization. Stent grafts (prostheses) ultimately decrease the overall cost of the patient's hospitalization for repair of aortic lesions. The patient's length of stay in the hospital is less following the endovascular procedure, and the patient can return to daily activities in less time following endovascular intervention than from the traditional surgery.

The Department has successfully negotiated a reduced fee-for-service rate of \$375 from \$500 that also includes an expanded scope of work.

The successor Agreement includes all Board of Supervisors' required provisions, including a provision that allows for termination for convenience by the County upon (30) days prior written notice.

#### **ALL AGREEMENTS**

These Agreements are not subject to Proposition A as services cannot currently be provided by County staff, and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

Exhibits I through VII

County Counsel has reviewed Exhibits I through VII as to form.

#### CONTRACTING PROCESS

Under the approval of the Board, M2S has provided 3-D imaging services at Harbor since 2003 through a sole source Agreement. Since the Board's approval of the previous Agreement, advances in technology have resulted in case planning tools for vascular studies. This advanced technology now enables treatment to a larger patient population with complex anatomy. M2S is the only vendor that offers 3D imaging with case planning that includes proprietary VirtualGraft ® technology as well as Patient Evaluation and Management Systems (PEMS) for longitudinal tracking. PEMS is the only treatment planning service for the treatment and management of aortic aneurysm.

M2S continues to be the only vendor approved nationwide by the FDA to provide this unique service specific to aortic aneurysms, and qualified by the Centers for Medicare and Medicaid for reimbursement.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will allow DHS and DPH to obtain ongoing critical equipment

maintenance and repair services and hospital services for facility operations.

Respectfully submitted,

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Mitchell H. Katz, M.D.

Director

MHK:mm

**Enclosures** 

c: Chief Executive Office County Counsel Executive Office, Board of Supervisors

#### **DEPARTMENT OF HEALTH SERVICES**

| Acceletronics Agreement                                      |                               |                               |  |                             |
|--|-------------------------------|-------------------------------|--|-----------------------------|
|  | Jul 1, 2013 -<br>Jun 30, 2014 | Jul 1, 2014 -<br>Jun 30, 2015 |  | Total<br>Maximum Obligation |
| H-UCLA MC  |                               |                               |  |                             |
| * Annual Services Cost                                       | \$24,000                      | \$24,000                      |  | \$48,000                    |
| * Services & Parts Exclusions (one time cost within 2 years) | \$43,                         | 000                           |  | \$43,000                    |
| Total - DHS for 2 years                                      | \$91,                         | 000                           |  | \$91,000                    |

| California Boiler Agreement |                               |                              |                               |                               |                             |           |
|-----------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|-----------------------------|-----------|
|                             | Jul 1, 2014 -<br>Jun 30, 2015 | Jul 1, 2015-<br>Jun 30, 2016 | Jul 1, 2016 -<br>Jun 30, 2017 | Jul 1, 2017 -<br>Jun 30, 2018 | Total<br>Maximum Obligation |           |
| H-UCLA MC                   | \$28,350                      | \$28,350                     | \$28,350                      | \$28,350                      | \$28,350                    | \$141,750 |
| Coastal CHC/HCs             | \$6,000                       | \$6,000                      | \$6,000                       | \$6,000                       | \$6,000                     | \$30,000  |
| RLANRC                      | \$160,000                     | \$160,000                    | \$160,000                     | \$160,000                     | \$160,000                   | \$800,000 |
| Total - DHS                 | \$194,350                     | \$194,350                    | \$194,350                     | \$194,350                     | \$194,350                   | \$971,750 |

|  | Johnson Controls, Inc. Agreement |           |           |           |                               |                               |                             |
|--|----------------------------------|-----------|-----------|-----------|-------------------------------|-------------------------------|-----------------------------|
| Jul 1, 2013 -       Jul 1, 2014 -       Jul 1, 2015-       Jul 1, 2015         Jun 30, 2014       Jun 30, 2015       Jun 30, 2016       Jun 30, 2016 |                                  |           |           |           | Jul 1, 2016 -<br>Jun 30, 2017 | Jul 1, 2017 -<br>Jun 30, 2018 | Total<br>Maximum Obligation |
| LAC+USC MC   |                                  | \$663,343 | \$663,343 | \$663,343 | \$663,343                     | \$663,343                     | \$3,316,715                 |
| H-UCLA MC  |                                  | \$12,000  | \$12,000  | \$12,000  | \$12,000                      | \$12,000                      | \$60,000                    |
| RLANRC   |                                  | \$123,784 | \$123,784 | \$123,784 | \$123,784                     | \$123,784                     | \$618,920                   |
| -  | Total - DHS                      | \$799,127 | \$799,127 | \$799,127 | \$799,127                     | \$799,127                     | \$3,995,635                 |

|             |                               | nSpire Agreement |                             |
|-------------|-------------------------------|------------------|-----------------------------|
|             | Aug 1, 2013 -<br>Jul 31, 2014 |                  | Total<br>Maximum Obligation |
| LAC+USC MC  | \$38,512                      |                  | \$38,512                    |
| Total - DHS | 38,512                        |                  | \$38,512                    |

|              |                               | FujiFilm Agreement |                             |
|--------------|-------------------------------|--------------------|-----------------------------|
|              | Jul 1, 2013 -<br>Jun 30, 2014 |                    | Total<br>Maximum Obligation |
| LAC+USC MC   | \$ 938,314                    |                    | \$ 938,314                  |
| Hudson CHC   | \$ 39,359                     |                    | \$ 39,359                   |
| El Monte CHC | \$ 33,643                     |                    | \$ 33,643                   |
| Roybal CHC   | \$ 30,256                     |                    | \$ 30,256                   |
| RLANRC       | \$ 122,515                    |                    | \$ 122,515                  |
| OV-UCLA MC   | \$ 252,186                    |                    | \$ 252,186                  |
| H-UCLA MC    | \$ 286,021                    |                    | \$ 286,021                  |
| HDHS         | \$ 74,949                     |                    | \$ 74,949                   |
| MLK-MACC     | \$ 178,804                    |                    | \$ 178,804                  |
| Humphrey CHC | \$ 34,503                     |                    | \$ 34,503                   |
| Total - DHS  | \$ 1,990,550                  |                    | \$ 1,990,550                |

| Allen Alarm Agreement           |                               |                               |                              |                               |                               |                             |
|---------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|-----------------------------|
| Department of Health Services ( | DHS)                          |                               |                              |                               |                               |                             |
|                                 | Jul 1, 2013 -<br>Jun 30, 2014 | Jul 1, 2014 -<br>Jun 30, 2015 | Jul 1, 2015-<br>Jun 30, 2016 | Jul 1, 2016 -<br>Jun 30, 2017 | Jul 1, 2017 -<br>Jun 30, 2018 | Total<br>Maximum Obligation |
| RLANRC                          | \$45,564                      | \$45,564                      | \$45,564                     | \$45,564                      | \$45,564                      | \$227,818                   |
| Total - DHS                     | \$45,564                      | \$45,564                      | \$45,564                     | \$45,564                      | \$45,564                      | \$227,818                   |
| Department of Public Health (DF | PH)                           |                               |                              |                               |                               |                             |
| Hollywood/Wilshire              | \$262                         | \$262                         | \$262                        | \$262                         | \$262                         | \$1,310                     |
| Ruth Temple                     | \$262                         | \$262                         | \$262                        | \$262                         | \$262                         | \$1,310                     |
| Torrance                        | \$262                         | \$262                         | \$262                        | \$262                         | \$262                         | \$1,310                     |
| Whittier                        | \$2,504                       | \$2,504                       | \$2,504                      | \$2,504                       | \$2,504                       | \$12,520                    |
| MLK Center                      | \$720                         | \$720                         | \$720                        | \$720                         | \$720                         | \$3,600                     |
| Total - DPH                     | \$4,010                       | \$4,010                       | \$4,010                      | \$4,010                       | \$4,010                       | \$20,050                    |
| Total - DHS & DPH               | \$49,574                      | \$49,574                      | \$49,574                     | \$49,574                      | \$49,574                      | \$247,868                   |

|  | M2S, Inc.  |           |           |           |           |                             |             |
|--|--|-----------|-----------|-----------|-----------|-----------------------------|-------------|
|  | Jul 1, 2013 -       Jul 1, 2014 -       Jul 1, 2015-       Jul 1, 2016 -       Jul 1, 2017 -       Total         Jun 30, 2014       Jun 30, 2015       Jun 30, 2016       Jun 30, 2017       Jun 30, 2018       Maximum Obligation |           |           |           |           | Total<br>Maximum Obligation |             |
| H-UCLA MC \$200,000 \$200,000 \$200,000 \$200,000 \$1,00 |  |           |           |           |           | \$1,000,000                 |             |
|  | Total - DHS  | \$200,000 | \$200,000 | \$200,000 | \$200,000 | \$200,000                   | \$1,000,000 |

| Total DHS:   | \$8,315,265 |
|--------------|-------------|
| Total DPH:   | \$20,050    |
| Grand Total: | \$8,335,315 |

# PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT AMENDMENT NO. 1

| THIS AMENDMENT is made and e | ntered into this day of, 2013.                           |
|------------------------------|--|
| By and between               | COUNTY OF LOS ANGELES (hereafter "County")               |
| And                          | ACCELETRONICS WEST, INC. (hereafter "Contractor").       |
|                              | Business Address:<br>602 Gordon Drive<br>Exton, PA 19341 |

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 1, 2010, and further identified as County Agreement No. H-704372 thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

#### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

# "1. TERM:

- A. The term of this Agreement shall commence on July 1, 2010, and shall continue in full force and effect to midnight June 30, 2015, unless sooner canceled or terminated as provided herein.
- B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."
- 3. Agreement, Paragraph 5, Maximum Obligation of County, shall be deleted in its entirety and replaced as follows:

# "5. MAXIMUM OBLIGATION OF COUNTY:

- A. The maximum cost to County for all services described in this Agreement shall not exceed Twenty-Four Thousand Dollars (\$24,000) annually. Notwithstanding, the above statement, services and repairs provided under the annual rate shall exclude the additional work described in this Paragraph, 5, Subparagraphs B, C, and E and as described in Exhibit A, Statement of Work, Paragraph 7.
- B. In 2013, through the authority delegated to the Department of Health Services and pursuant to the terms and conditions of this Agreement, Contractor provided a rebuilt Waveguide and replaced 3-Port Circulator for a maximum not-to-exceed cost of Twenty-Four Thousand Dollars (\$24,000).
- C. If in the judgment of County a rebuilt Waveguide is necessary and/or the 3-Port Circulator must be replaced again, County will direct Contractor to perform such work through a written notification and it shall be at the cost listed on Exhibit B-1, but under no circumstance shall the cost of these two items combined exceed an additional expenditure of Forty-Three Thousand Dollars (\$43,000).
- D. Contractor shall maintain a system of recordkeeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.
- E. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional out of scope maintenance and repair services are needed and may adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for out of

scope, as needed repair emergency services, and/or if equipment is added to any Medical Facility."

4. Agreement, Paragraph 8, General Insurance Requirements, is deleted in its entirety and replaced as follows:

# "8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

#### A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement,

or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles Department of Health Services Centralized Contract Monitoring Section 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

# B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

# C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

# D. <u>Failure to Maintain Insurance</u>

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

# E. <u>Insurer Financial Ratings</u>

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

# H. <u>Sub-Contractor Insurance Coverage Requirements</u>

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

# I. <u>Deductibles and Self-Insured Retentions (SIRs)</u>

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

# J. <u>Claims Made Coverage</u>

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- N. <u>County Review and Approval of Insurance Requirements</u>
  The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."
- 5. Agreement, Exhibit B, Pricing Schedule, shall be modified to add Exhibit B-1, attached hereto and incorporated herein by reference.
- 6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

# **COUNTY OF LOS ANGELES**

| Ву    |  |
|-------|--|
| ,     | Mitchell H. Katz, M.D. Director of Health Services |
| AC    | CELETRONICS WEST, INC                              |
|       | Contractor   |
|       |  |
|       | Signature  |
| Ву    |  |
| ,     | Printed Name                                       |
| Title | e  |

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

# EXHIBIT B-1 PRICING SCHEDULE

# **ACCELETRONICS WEST, INC.**

Preventive Maintenance and Repair Services for Medical Linear Accelerator

July 1, 2013 through June 30, 2015

#### **Harbor-UCLA Medical Center**

#### PREVENTIVE MAINTENANCE AND REPAIR - PARTS INCLUDED

Services hours: Monday through Fridays, 8:00 a.m. to 9:00 p.m.

| EQUIPMENT TYPE                 | MONTHLY<br>COST | ANNUAL COST |
|--------------------------------|-----------------|-------------|
| Medical Linear Accelerator NCN | \$2,000         | \$24,000    |

After-hour rates (9:00 p.m. to 8:00 a.m., Mondays through Fridays, Weekends, and County Holidays: Labor - \$340 per hour; Travel (portal to portal) - \$225 per hour

# ADDITIONAL SERVICES subject to the Terms of Agreement, Paragraph 5

| Rebuilt Waveguide             | \$35,000 | (Includes reimbursement for core return.) |
|-------------------------------|----------|---|
| 3-Port Circulator Replacement | \$8,000  | (Used, pending availability.)             |

# PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT AMENDMENT NO. 5

| THIS AMENDMENT is made and e | ntered into this day of, 2013  |
|------------------------------|--|
| By and between               | COUNTY OF LOS ANGELES (hereafter "County")                             |
| And                          | CALIFORNIA BOILER, INC. (hereafter "Contractor").                      |
|                              | Business Address:<br>5331 Business Drive<br>Huntington Beach, CA 92649 |

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF BOILER MAINTENANCE AND REPAIR AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700917 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

#### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

# "1. TERM:

- A. The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein.
- B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."
- 3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:
  - "A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph, in Exhibit A-1, Paragraph 9, Billing and Payment, and at the rates set forth in Schedules A, A-1, B and C, each applicable to their respective dates."
- 4. Agreement, Paragraph 5, Maximum Obligation, Subparagraph D, shall be deleted in its entirety and replaced as follows:
  - "D. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed repair services and/or if equipment is added to any County Medical Facility."
- 5. Agreement, Paragraph 5, Maximum Obligation of the County, shall be modified to add Subparagraph F as follows:
  - "F. Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Ninety-Four Thousand, Three Hundred Fifty Dollars (\$194,350) annually, yielding a maximum total five-year cost of Nine Hundred Seventy-One Thousand, Seven Hundred Fifty Dollars (\$971,750)."
- 6. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

# "9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this

Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 9 and 10 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

## A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

#### And

County of Los Angeles Department of Health Services Centralized Contract Monitoring Section 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County

at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

# D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### E. <u>Insurer Financial Ratings</u>

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

# F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

# I. <u>Deductibles and Self-Insured Retentions (SIRs)</u>

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

# J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

# K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

# L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### M. <u>Alternative Risk Financing Programs</u>

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- N. <u>County Review and Approval of Insurance Requirements</u>
  The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."
- 7. Agreement is modified to add Schedule C, attached hereto and incorporated herein by reference. All references to a Schedule in this Agreement shall now reference Schedules A, A-1, B and C, each applicable to their respective dates.
- 8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

#### **COUNTY OF LOS ANGELES**

| Ву                          |                    |
|-----------------------------|--------------------|
| Mitchell H. Katz, M.D.      |                    |
| Director of Health Services |                    |
| CAL                         | IFORNIA BOILER INC |
|                             | Contractor         |
|                             |                    |
|                             | Signature          |
| _                           |                    |
| Ву _                        |                    |
|                             | Printed Name       |
| Title                       |                    |

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

# CALIFORNIA BOILER, INC. July 1, 2013 through June 30, 2018

#### RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

**Equipment: 4 Nebraska Boilers** 

| Services                                   | Rate                       | Billing Method                              |
|--|----------------------------|---|
| 1. Preventive Maintenance (PM) includes    | \$15,000 per year for four | Billing in arrears after each PM            |
| service and tune up on natural gas and oil | boilers                    |   |
| during June and December                   |                            |   |
| 2. Source Testing Technician Support       | \$940 per year             | Billing in arrears after the annual service |
| 3. SCAQMD Rule 1146 Monitoring Services    | \$1,300 per monitoring     | Billing in arrears (\$1,300) after each     |
| on Natural Gas only                        | service                    | monitoring service                          |

| Preventive Maintenance*                         | \$15,000  |
|---|-----------|
| Source Testing Technician Support               | \$940     |
| Reserve funds for SCAQMD Rule 1146              |           |
| Monitoring Services                             | \$15,600  |
| Reserve funds for services not covered under    |           |
| Preventive Maintenance (i.e., as needed repairs |           |
| and parts)                                      | \$128,460 |
| Annual Maximum Obligation (Rancho)              | \$160,000 |

<sup>\*</sup> PM cost per boiler cost is \$1,875.00

# HARBOR-UCLA MEDICAL CENTER/LONG BEACH COMPREHENSIVE HEALTH CENTER/BELLOWER HEALTH CENTER/WILMINGTON HEALTH CENTER

Equipment: Harbor - 3 Superior Boilers (Model #4X-2007-S150-CF) Serial #s: 72492, 72493 & 72494

 $Long\ Beach\ -\ 2\ AJAX\ Boilers\ (Model\ \#\ WGH\mbox{-}675\mbox{-}S)\ Serial\ \#\mbox{:}\ 85\mbox{-}37188\mbox{,}85\mbox{-}37182$ 

Bellflower - 1 RBI (Model #33DB1950NASSS) Serial #: 040227546 Wilmington - 1 RBI (Model #33DWO400NA550) Serial #: 120230479

| Services  | Rate                         | Billing Method                             |  |
|---|------------------------------|--|--|
| 1. All Facilities: Preventive Maintenance           | Harbor: \$3,600 per year     | Billing semi-annually (\$1,800) in arrears |  |
|   | LB: \$3,000 per year         | Billing semi-annually (\$1,500) in arrears |  |
|   | Bellflower: \$1,500 per year | Billing semi-annually (\$750) in arrears   |  |
|   | Wilmington: \$1,500 per year | Billing semi-annually (\$750) in arrears   |  |
| 2. <u>Harbor</u> : Source Testing includes Superior |                              | Billing in arrears after the service       |  |
| Boilers on Natural Gas only.                        | \$4,350                      |  |  |
| 3. <u>Harbor</u> : SCAQMD Rule 1146 Monitoring      | \$1,200 per Monitoring       | Billing in arrears (\$1,200) after each    |  |
| Service on Natural Gas only                         | Services                     | monitoring service                         |  |

| \$34,350 |
|----------|
| \$6,000  |
|          |
|          |
| \$14,400 |
|          |
| \$4,350  |
| \$9,600  |
|          |

| As Needed Repair Services Rate - I   | For All Facilities |                 |                 |
|--|--------------------|-----------------|-----------------|
| Labor  | Regular Hourly     | Overtime Hourly | Overtime Hourly |
|  | Rate               | Rate 1          | Rate 2          |
| Control Technician (PLC, Computer & DCS Service)   | \$127.80           | \$180.00        | \$225.00        |
| Control Technician (Instrument & Control Service) Boiler Maker (Certified Welder, Pipe Fitter; includes truck, tools welding | \$109.80           | \$162.00        | \$207.00        |
| and cutting set-ups)   | \$109.80           | \$162.00        | \$207.00        |
| Mechanical (Mechanic Work)   | \$93.60            | \$135.00        | \$180.00        |
| Supervisor & Consulting Personnel  |                    | \$130.50        |                 |

Regular Rate applies Monday through Friday, 7:30 a.m. – 4:30 p.m.

Overtime rate 1 applies Monday through Friday, prior to 7:30 a.m. and after 4:30 p.m.

Overtime rate 2 applies Saturday and Sunday after 8 hours worked and on Holidays.

# **EQUIPMENT RATES:**

Combustion gas analyzer \$100/Boiler

Calibration Gases Used on Customer's Equipment \$50.00/Usage

Laptop, Calibrators, Confined Space Monitors \$75.00/Usage

PARTS: Cost plus 30%

# PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT AMENDMENT NO. 6

| THIS AMENDMENT is made and e<br>by and between COUNTY OF LOS ANGE<br>CONTROLS INC. (hereafter "Contractor") | LES (hereafter "County"), and JOHNSON                           |
|---|---|
| By and between  | COUNTY OF LOS ANGELES (hereafter "County")                      |
| And   | JOHNSON CONTROLS, INC. (hereafter "Contractor").                |
|   | Business Address:<br>12393 Slauson Avenue<br>Whittier, CA 90606 |

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF CHILLING EQUIPMENT AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700772 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

# NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

- "1. <u>TERM</u>: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."
- 3. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph F, is deleted in its entirety and replaced as follows:
  - "F. Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Seven Hundred Ninety-Nine, One Hundred Twenty-Seven Dollars (\$799,127) annually, yielding a total five-year cost of Three Million, Nine Hundred Ninety-Five Thousand, Six Hundred Thirty-Five Dollars (\$3,995,635). The maximum rates to be paid for services during this period are as follows:
    - 1) The annual maximum amount for services for Chiller Equipment at Rancho Los Amigos National Rehabilitation Center shall be in accordance with rates set forth in Schedule A-2(a)
    - 2) The annual maximum amount for services for Chiller Equipment at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-3(a).
    - 3) The annual maximum amount for services for the Security System at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-4(a).
    - 4) The annual maximum amount for services for Metasys Control System at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-5(a).
    - 5) The annual maximum amount for services for Chiller Equipment at Harbor-UCLA Medical Center shall be in accordance with rates set forth in Schedule A-6(a).
- 4. Agreement is modified to add Subparagraph G to Paragraph 5, Maximum Obligation, as follows:
  - "G. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed

equipment repair services, out of scope work, and/or if equipment is added to any Medical Facility."

5. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

# "9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

#### A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the

Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

and

County of Los Angeles Department of Health Services Centralized Contract Monitoring Section 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

# C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

## D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

# E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

# F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

# G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein,

and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

# I. <u>Deductibles and Self-Insured Retentions (SIRs)</u>

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

# K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. <u>County Review and Approval of Insurance Requirements</u>
The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

- 6. Agreement is modified to add Schedule A-2(a), Schedule A-3(a), Schedule A-4(a), Schedule A-5(a) and Schedule A-6(a), all attached hereto and incorporated herein by reference.
- 7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

#### **COUNTY OF LOS ANGELES**

| By          |                 |
|-------------|-----------------|
| Mitchell H. | Katz, M.D.      |
| Director of | Health Services |
| JOHNSON CC  | NTROLS INC      |
| C           | Contractor      |
|             |                 |
| S           | Signature       |
| Ву          |                 |
| F           | Printed Name    |
| Title       |                 |

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

#### Effective July 1, 2013 through June 30, 2018

#### **SCHEDULE SUMMARY**

| <u>Schedule</u> | DHS Facility | Type of Equipment | Annual<br>Maximum<br>Obligation |
|-----------------|--------------|-------------------|---------------------------------|
| Schedule A-2(a) | Rancho       | Chillers          | \$123,784                       |
| Schedule A-3(a) | LAC+USC      | Chillers          | \$122,922                       |
| Schedule A-4(a) | LAC+USC      | Security Systems  | \$484,261                       |
| Schedule A-5(a) | LAC+USC      | Metasys           | \$56,160                        |
| Schedule A-6(a) | Harbor       | Chillers          | <u>\$12,000</u>                 |
|                 |              |                   |                                 |
|                 |              | TOTAL:            | <u>\$799,127</u>                |

## Chillers Equipment Inventory and Rates

#### **Rancho Los Amigos National Rehabilitation Center**

July 1, 2013 through June 30, 2018

#### **PREVENTIVE MAINTENANCE\***

| EQUIPMENT<br>TYPE      | QTY | MANUFACTURER | MODEL#      | RATING | QUARTERLY<br>RATE | ANNUAL<br>RATE |
|------------------------|-----|--------------|-------------|--------|-------------------|----------------|
| Absorber               | 2   | York         | YPCST21G46A | 1125   | \$1,368           | \$5,472        |
| Centrifugal<br>Chiller | 2   | York         | YKQ1R1J2CBA | 1125   | \$1,368           | \$5,472        |
|                        |     |              |             | Total  | \$2,736           | \$10,944       |

<sup>\*</sup> Billing shall be done in arrears after each Chiller is completed

#### RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

|   | HOURLY LABOR |
|---|--------------|
| COVERAGE  | RATE         |
| Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.       | \$103.50     |
| Overtime Rate applies Monday through Friday, after 4:00 p.m., and all day | \$155.25     |
| Saturday and Sunday.  |              |
| Holiday Rate applies Monday through Sunday, all day                       | \$207.00     |

#### TRAVEL AND MILEAGE

No charge for mileage and travel.

#### **PARTS**

Manufacturer's Listed Price (MLP) less 20% on JCI parts with a minimum of one-year warranty

| RESERVE FUNDS  Note: Reserve funds for services not covered under Preventive Maintenance (i.e. as-needed repairs, parts). | \$112,840 |
|---|-----------|
| ANNUAL MAXIMUM OBLIGATION   | \$123,784 |

#### **Chillers - Equipment Inventory and Rates**

#### **LAC+USC Medical Center**

July 1, 2013 through June 30, 2018

| Chillers | Model Number   | Serial Number |
|----------|----------------|---------------|
| #1       | YSTHFGBJ1-K2G7 | SAPM 597850   |
| #2       | YSTHFGBJ1-K2G7 | SAPM 598010   |
| #3       | YKGFGBJ1CAF    | SAPM 659630   |
| #4       | YKGFGBJ1CAF    | SAPM 659770   |
| #5       | YKGFGBJ1CAF    | SAPM 659400   |
| #1-B     | YCAS030E846    | RGNM - 008960 |
| #2-B     | YCAS030E846    | RGNM - 008959 |

#### PREVENTIVE MAINTENANCE

| EQUIPMENT TYPE   | QTY       | MANUFACTURER |  |
|--|-----------|--------------|--|
| Air Cooled Screw Chiller   | 2         | York         |  |
| Centrifugal Chiller  | 3         | York         |  |
| Steam Turbine (10000HP)  | 2         | York         |  |
| TOTAL COST FOR PREVENTIVE MA   | \$22,922  |              |  |
| <b>RESERVE FUNDS</b> for services not cover (i.e. As Needed Repairs, Parts). | \$100,000 |              |  |
| ANNUAL MAXIMUM OBLIGATION  | \$122,922 |              |  |

#### RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

|   | HOURLY LABOR |
|---|--------------|
| COVERAGE  | RATE         |
| Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.                           | \$103.50     |
| Overtime Rate applies Monday through Friday, after 4:00 p.m., and all day Saturday and Sunday | \$155.25     |
| Holiday Rate_applies Monday through Sunday, all day   | \$207.00     |

#### TRAVEL AND MILEAGE

No charge for mileage and travel

#### **PARTS**

Manufacturer's Listed Price (MLP) less 20% on JCI parts with a minimum of one-year warranty

#### **Security Systems – All-inclusive Costs**

#### **LAC+USC Medical Center**

Effective July 1, 2013 through June 30, 2018

| Building               | Monthly Costs | Annual Maximum Obligation |
|------------------------|---------------|---------------------------|
| Central Plant          | \$379         | \$4,552                   |
| Clinical Testing       | \$10,557      | \$126,681                 |
| Inpatient Tower        | \$18,250      | \$218,997                 |
| Diagnostic & Treatment | \$11,169      | \$134,031                 |
| Total                  | \$40,355      | \$484,261                 |

| Service              | Overtime        | Double Time     |  |
|----------------------|-----------------|-----------------|--|
| Security             | 4 hours minimum | 4 hours minimum |  |
| On-Site Service Call | \$195.00 Hour   | \$260/Hour      |  |
| Fire                 | 4 hours minimum | 4 hours minimum |  |
| On-Site Service Call | \$195.00 Hour   | \$270/Hour      |  |

- Hourly rates start when technician is dispatched to site and end when technician leaves service site. No charge for mileage.
- Overtime rates in the table apply for calls Monday through Friday 5:00 p.m. 8:00 a.m. excluding Holidays.
- Double time applies for Sundays and Johnson Controls Holidays.

#### **PARTS**

Manufacturer's Listed Price (MLP) Less 20% on JCI Parts with a minimum of one year warranty

ALL SERVICES SHALL BE BILLED MONTHLY IN ARREARS

#### **Metasys Control System Rates**

#### **LAC+USC Medical Center**

July 1, 2013 through June 30, 2018

#### PREVENTIVE MAINTENANCE AND REPAIR SERVICES

The rate per hour shall be \$135.00 for the first 416 hours for each 12-month period

County shall pay quarterly in arrears for as-needed service calls

Each service call shall be for a minimum of one hour

The rate per hour shall be \$182.50 beyond the initial 416 hours for each 12-month period

#### TRAVEL AND MILEAGE

No charge for mileage and travel

#### **PARTS**

Parts for Metasys Control System shall be billed at 50% off purchased list price with a minimum one year warranty

| ANNUAL MAXIMUM OBLIGATION | \$56,160 |
|---------------------------|----------|
|---------------------------|----------|

## Chillers Equipment Inventory and Rates

#### **Harbor-UCLA Medical Center**

Effective July 1, 2013 through June 30, 2018

| EQUIPMENT TYPE      | MANUFACTURER | MODEL #              | SERIAL#    |
|---------------------|--------------|----------------------|------------|
| Refrigerant Monitor | Trane        | RMWEMP411-D01001ABAC | L03M08214  |
| Refrigerant Monitor | Trane        | RMWEMP411-E00001ABAC | L07A00472  |
| #1 Chiller          | Trane        | CVHF1280             | L03J06911  |
| #2 Chiller          | York         | YKKJKMH9-CUF         | SATM810940 |
| #3 Chiller          | York         | YTK6K6F1-CWD         | YMVM489154 |
| #4 Chiller          | York         | YKKKKLH9-CYF         | SATM811050 |

#### 1. PREVENTIVE MAINTENANCE, AS NEEDED REPAIR, AND EMERGENCY SERVICES

#### RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

| COVERAGE   | HOURLY LABOR RATE |
|--|-------------------|
| Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.          | \$103.50          |
| Overtime Rate applies Monday through Friday, 4:00 p.m. to 7:00 a.m., and all |                   |
| day Saturday and Sunday  | \$155.25          |
| Holiday Rate - applies Monday through Sunday, all day                        | \$207.00          |

#### TRAVEL AND MILEAGE

No charge for mileage and travel

#### **PARTS**

Manufacturer's Listed Price (MLP) less 20% on JCI Parts with a minimum of one-year warranty

#### 2. TESTING SERVICES

| MEGGER TESTING   |                  |
|--|------------------|
|  | COST PER TESTING |
| REFRIGERANT MONITOR Calibration on an annual basis per monitor per | \$495            |
|  |                  |
| Megger Testing on an annual basis per chiller per year             | \$1,495          |

#### Note:

- 1) Not include any electrical work on 4160V medium voltage or larger starters or motors.
- 2) This also excludes any VFD's.

#### **EDDY-CURRENT TESTING**

(OEM recommends Eddy Current Testing of Evaporator Tube bundle every 5 years and the Condenser Tube Bundle every 3 years and first year base line for both)

|                          | COST PER TESTING |
|--------------------------|------------------|
| Trane CVHF1280           |                  |
| Condenser only           | \$1,150          |
| Condenser and evaporator | \$1,650          |
| York YKKJKM              |                  |
| Condenser only           | \$1,175          |
| Condenser and evaporator | \$1,800          |
| York YTK6K6              |                  |
| Condenser only           | \$850            |
| Condenser and evaporator | \$1,600          |
| York YKKKKL              |                  |
| Condenser only           | \$1,150          |
| Condenser and evaporator | \$1,925          |

#### Note:

- 1) JCI excludes labor for the removal and re-install of the heads, removal and storage of any refrigerant, brushing of the condenser or evaporator tubes, and replacement of any gaskets required.
- 2) County staff is responsible for pulling the heads and brush cleaning the tubes prior to JCI's arrival. If unit has marine waterboxes please pull head from the opposite end for clear access.
- 3) If there are any delays or required return visits by JCI due to valves not holding or equipment failure at the time of testing, JCI will charge County for additional hours at the approved hourly rates.

| ANNUAL MAXIMUM OBLIGATION | \$12.000 |
|---------------------------|----------|

### MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS

#### Amendment No. 4

| entered into this day of   | of  |
|--|---|
| COUNTY OF LOS ANGELES (hereafter "County"),                                |   |
| FUJIFILM MEDICAL SYSTEMS U.S.A., INC (hereafter "Contractor")              |   |
| Business Address:<br>29012 N. Hancock Parkway Bldg.,<br>Valencia, CA 91355 |   |
|  | (hereafter "County"),  FUJIFILM MEDICAL SYSTEMS U.S.A., INC (hereafter "Contractor")  Business Address: 29012 N. Hancock Parkway Bldg., |

WHEREAS, reference is made to that certain document entitled "Maintenance and Repair for Computer Radiography Digital Imaging Systems", dated April 2, 2002, and further identified as Agreement No H-207500, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for the other changes set forth hereinafter; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 12, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

#### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon execution. All changes set forth in this Amendment shall only be effective on execution and shall have no retroactive effect.
- 2. Agreement, Paragraph 1.0, <u>TERM AND TERMINATION</u>, is revised to now read as follows:

#### "1.0 TERM AND TERMINATION:

- A. The term of this Agreement shall commence on April 2, 2002 and shall expire on June 30, 2014. This Agreement may be cancelled or terminated by County, with or without cause, upon the giving of at least thirty (30) calendar days upon prior written notice to Contractor.
- B. The Contractor shall notify Los Angeles County Department of Health Services (DHS) when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Paragraph 11, Notices.
- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- D. Failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to comply with any of the material terms of this Agreement, in whole or in part, or any directions by or on behalf of County issued pursuant thereto, or failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to perform the services described herein shall constitute a material breach of this Agreement and County may terminate this Agreement immediately. Immediate termination hereunder shall be effected by delivery to Contractor of a written Notice of Immediate Termination which shall be effective upon Contractor's receipt of such Notice of Immediate Termination.

After receipt of a Notice of Immediate Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) days from receipt of such Notice of Immediate Termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be

final. After such determination is made, County shall pay Contractor the amount so determined.

Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

E. The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall

- Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted properly, but not later than sixty (60) days from the effective date of termination If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination is made, County shall pay Contractor the amount so determined.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- G. In the event of termination under this Paragraph, Contractor shall be compensated only for those services completed prior to the effective date of termination, in accordance with the terms of this Agreement.
- 3. Agreement, Paragraph 2.0, <u>CONTRACTOR'S RESPONSIBILITY</u>, is revised to now read as follows:
  - "2.0 CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide maintenance and repair services which shall be located on-site in accordance with the terms and conditions set forth in Agreement, Exhibit A-1, attached hereto and incorporated herein by reference. Further, Contractor shall comply with all terms and conditions set forth in this Agreement and Contractor shall obtain regulatory approval to service all imaging systems listed in Exhibit K, Pricing & Maintenance List. "
- 4. Agreement, Paragraph 4, <u>BILLING AND PAYMENT</u>, is revised to now read as follows:

#### "4. BILLING AND PAYMENT:

- A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph 4, BILLING AND PAYMENT and at the rates set forth in Exhibit K, Pricing & Maintenance List.
- B. Contractor shall bill County at the following addresses for services rendered at particular locations:

Harbor-UCLA Medical Center (HARBOR), c/o General Accounting, Box 479, 1000 West Carson Street, Building 3.5, Torrance, CA 90509;

High Desert Health System (HIGH DESERT), 44900 North 60<sup>th</sup> Street West, Lancaster, CA 93536;

Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC) and Hubert H. Humphrey Comprehensive Health Center (HUMPHREY), c/o General Accounting, Box 479, 1000 West Carson Street, Building 3.5,

Torrance, CA 90509;

LAC+USC Medical Center (LAC+USC), Henry Claude Hudson Comprehensive Health Center (HUDSON), R. Roybal Comprehensive Health Center (ROYBAL), and El Monte Comprehensive Health Center (EL MONTE), c/o Invoice Processing, P.O. Box 86601, Los Angeles, CA 90031;

Olive View-UCLA Medical Center (OLIVE VIEW), Attention: Materials Management, 14445 Olive View Drive, Sylmar, CA 91342;

And

Rancho Los Amigos National Rehabilitation Center (RANCHO),
Finance Department, Chief Financial Officer,
SSA Building - Room 2208,
7601 East Imperial Highway,
Downey, CA 90242,

- C. For the period, July 1, 2013 through June 30, 2014, the total one (1) year maximum obligation of County for all services provided by Contractor under this Agreement during that time period shall not exceed One Million, Nine Hundred and Ninety Thousand, and Five Hundred and Fifty Dollars (\$1,990,550). Compensation rates for this time period are set forth in Exhibit K, Pricing & Maintenance List.
- D. During the term of this Agreement, the Director, or his designee may amend Exhibit K, Pricing & Maintenance List, if out-of scope services, additional equipment coming off software warranty, hardware and upgrades and/or enhancements and related-services are needed pursuant to Exhibit A-1, Description of Services. To effectuate these changes in services the Director or his designee, through an Amendment may adjust the maximum obligation by up to but no more than forty percent (40%) of the annual maximum obligation"
- E. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has

incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Paragraph 11, Notices."

5. Agreement, Paragraph 6.0, <u>INDEMNIFICATION AND INSURANCE</u>, is revised to now read as follows:

#### "6.0 INDEMNIFICATION AND INSURANCE

#### A. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE
Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 6.0. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

## 1. Evidence of Coverage and Notice to County Certificate(s) of insurance coverage (Certificate)

satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or selfexceeding insured retentions fifty (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section

## 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

# 2. Additional Insured Status and Scope of Coverage The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and

Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured even if they exceed the County's minimum Required Insurance specifications herein Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 3. Cancellation of or Changes Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in

Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 4. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### 5. **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 6. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### 7. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers (except workmen's compensation insurers) to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

## 8. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall

provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### 9. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 10. Claims Made Coverage

If any part of the Required Insurance is written on a claims effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### 11. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 12. **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 13. Alternative Risk Financing Programs

Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

## 14. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

#### C. **INSURANCE COVERAGE**

 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$3 million

Products/Completed Operations Aggregate: \$1

million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming

the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 4. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following this Agreement's expiration, termination or cancellation."

- 6. Agreement, <u>ADDITIONAL PROVISIONS</u>, Paragraph 41, <u>COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996</u>, is revised to now read as follows:
  - "41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

    ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION

    TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

    (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit L in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit L, Business Associate Agreement, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)."

7. Agreement, Exhibit A-1, Paragraph 2, Subparagraph E, is modified to add Subparagraph (7), Equipment Adjustments, as follows:

- "(7) Equipment Adjustments: In addition, County may add or delete equipment to this Agreement, as deemed necessary by the County. For additional equipment, rates shall be same as the existing Agreement for the same model and type. Any addition or deletion shall be effectuated by an Amendment executed by County and Contractor."
- 8. Agreement, Exhibit A-1, Paragraph 4, ENGINEERING HARDWARE AND SOFTWARE ENHANCEMENTS is deleted in its entirety and is replaced as follows:
  - "4. ENGINEERING HARDWARE AND SOFTWARE ENHANCEMENTS:

All engineering hardware and software upgrades and/or enhancements ("Enhancements") developed by the manufacturer and provided by the manufacturer at no cost to the systems hereunder shall automatically be made available and installed on the Systems at Medical Facility(s). All license fees will be included.

Enhancements developed by the manufacturer and provided by the manufacturer at a price shall be made available for installation on the System at the Medical Facility(s) only upon request and approval of Medical Facility(s) at Contractor's then-current list or exchange price.

Contractor shall provide other associated services for Enhancement. These other associated services, excluding training days, shall be billed at the rate of \$210 per hour, during the installation of any upgrades or Enhancements at the hours set by each Facility.

Invoices for Enhancements provided hereunder shall be rendered separately and payment by Medical Facility is due within thirty (30) calendar days or receipt of Contractor's invoice."

9. Agreement is modified to add Exhibit K, Pricing & Maintenance List, and Exhibit L, Business Associate Agreement, attached hereto and incorporated herein by reference.

Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

#### COUNTY OF LOS ANGELES

|   | Ву:  |            |
|---|--|------------|
|   | Mitchell H. Katz, M.D. Director of Health Services |            |
|   |  |            |
|   | CONTRACTOR   |            |
|   | FUJIFILM MEDICAL SYSTEM                            | S USA, INC |
|   | By:  |            |
|   | Signature  |            |
|   | Printed Name                                       |            |
|   | Title  |            |
| APPROVED AS TO FORM<br>BY THE OFFICE OF THE<br>COUNTY COUNSEL |  |            |
|   |  |            |
|   |  |            |
| Allison Morse<br>Senior Deputy County Counsel                 |  |            |
| Selliof Deputy County Courise                                 |  |            |
|   |  |            |

#### **EXHIBIT K**

## MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR COMPUTED

# RADIOGRAPHY DIGITAL IMAGING SYSTEMS AMENDMENT 4

**June 2013** 

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Ή.

4/30/2013 KAHIBIT KAHIBIT K

#### LOS ANGELES COUNTY EXHIBIT K PRICING MAINTAINENCE LIST

#### EMERALD SYNAPSE CRITICAL & PREFERRED SERVICE AGREEMENT

| 099'066'1\$         | 099'066' <b>\</b> \$       | ЯАЗҮ ЯЗЧ ЈАТОТ                |
|---------------------|----------------------------|-------------------------------|
|                     |                            |                               |
| <b>\$18,804</b>     | 408,871\$                  | <b>★.Я</b> С ӘИІЗ Т. ИІТЯАМ   |
| £09'7E\$            | £09'7E\$                   | <b>★Y∃ЯНЧМРНКЕ</b> Y <b>★</b> |
|                     |                            |                               |
| 676'72\$            | 6 <b>⊅</b> 6' <b>⊅∠</b> \$ | HIGH DESERT HOSP              |
| \$286,021           | 120,8S\$                   | НАКВОК/ИСГА                   |
| \$252,186           | \$252,186                  | OFINE NIEM/NCFA               |
| \$122,515           | \$122,515                  | RANCHO LOS AMIGOS             |
| 278,140,1 <b>\$</b> | 272,140,1\$                | LAC + USC TOTAL               |
| 992'08\$            | 992,05\$                   | EDWARD R ROYBAL               |
| £\$9°££\$           | £49,EE\$                   | EL MONTE COMP HLTH            |
| 696,668             | 698'68\$                   | E CLAUDE HUDSON               |
| <b>71</b> E'8E6\$   | <b>†1</b> £'8£6\$          | LAC + USC MED CTR             |
|                     |                            |                               |
| 1 YEAR TOTAL        | \$10Z\08\30\501\4          | SITE                          |

4/30/2013 EXHIBIT K LAC&USC SYNAPSE FOR PARTIES CA 90031
1200 NORTH STATE STREET
LCC & USC MEDICAL CENTER
EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|            | _         |                            | 11                             |     |                      |      |          |           |                          |   |
|------------|-----------|----------------------------|--------------------------------|-----|----------------------|------|----------|-----------|--------------------------|---|
| 684,084\$  | 687,084\$ | 687,084\$                  | 8615,528                       |     |                      |      |          |           |                          | Software Price                            |
|            |           |                            |                                |     |                      |      |          |           |                          |   |
| 966,391\$  | 966,391\$ | 966,391\$                  | 366,391\$                      |     | EXPIRED              |      |          |           |                          | SYNAPSE RIS PACKAGE                       |
|            |           |                            |                                |     |                      |      |          |           |                          | SYNAPSE RIS:                              |
|            |           |                            |                                |     |                      |      |          |           |                          |   |
| 864,418    | 864,418   | 864,418                    | \$20,625                       |     | EXPIRED              |      |          |           | 8T 4-8                   | DISKXLENDEK FICENSE                       |
|            |           |                            |                                |     |                      |      | L        |           |                          | HIERARCHAL MANAGEMENT SOFTWARE:           |
|            |           |                            |                                |     |                      |      |          |           |                          |   |
| 096,6\$    | 09£,£\$   | 096,6\$                    | 008'†\$                        |     | EXPIRED              |      |          |           |                          | SYNAPSE RIS INTERFACE                     |
| 002\$      | 002\$     | 002\$                      | 000'1\$                        |     | EXPIRED              |      |          |           |                          | ORACLE FAILSAFE SOFTWARE                  |
| \$2,240    | \$2,240   | \$2,240                    | \$3,200                        |     | EXPIRED              |      |          |           |                          | SW CLUSTER FOR THE ORACLE DBASE           |
| 990'8\$    | 990'8\$   | 990'8\$                    | 809,11\$                       |     | EXPIRED              |      |          |           |                          | OKACLE WORKGROUP LICENSE                  |
| \$282,600  | 009,282\$ | \$282,600                  | 000,804\$                      |     | EXPIRED              |      |          |           | 425,000 STUDIES PER YEAR | *SYNAPSE PACS ANNUAL STUDY VOLUME         |
|            |           |                            |                                |     |                      |      |          |           |                          | SANAPSE S/N: SY-01-0085610/SY-02-00815620 |
|            |           |                            |                                |     |                      |      |          |           |                          | SOFTWARE LICENSES:                        |
|            |           |                            |                                |     |                      |      |          |           |                          | SOFTWARE                                  |
|            | ₽1/0E/90  |                            |                                | I   |                      |      |          |           |                          |   |
|            | £1/10/13  |                            |                                |     |                      |      |          |           |                          |   |
| Total Cost | ↑ AA∃Y    | Discounted<br>Annual Price | Normal<br>Annual<br>Price/Unit | EOL | Warranty<br>End Date | Воот | Location | \$ Serial | Notes/Model/Version      | Description                               |

## Solfware Price \$10,085 \$480,789 \$480,780 \$480,780 \$480,780 \$480,780 \$480,780 \$480,780 \$480,780 \$480,78

| SAMPAGE NOMKRITUTION   DETIT BAECISION 12000   GE   JUYS   EXBIRED   3,105014   3,106   3,10   |                    |                    |         |         |           |         |          |             |              |                              |   |
|--|--------------------|--------------------|---------|---------|-----------|---------|----------|-------------|--------------|------------------------------|---|
| DOME SIND DISPLYA DOME FOR DATE SAME DOME F.3 ALIDMY 000238 E.B. 10478 EXBIRED 200, 200, 200, 200, 200, 200, 200, 200  | 901\$              | 901\$              | 901\$   | 091\$   | 3/10/2019 | EXPIRED | 1D428    | EB          | 109ZKS1      | DELL PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| WOMERIDGE SUNKCK SERVER         DATA CENTER         OPP-PACS         EXPIRED         1/10/16         \$1,00   | ZÞZ\$              | ZÞZ\$              | Z4Z\$   | \$320   |           | EXPIRED | 1D428    | ЕВ          | 711PNKJ00100 | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| RANAPSE ADVANCED MORKSLAULON         DEIT BERCISION LEGO         10CXR21         EK         10T4S         EXPIRED         310/5018         \$100         \$20         \$100         \$20  | ZÞZ\$              | Z77\$              | ZÞZ\$   | \$320   |           | EXPIRED | 1D428    | ER          | 711PNKJ00238 | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| MORKSERDEE SU RACK SERVER         POWEREDGE SU RACK SERVER         FONDEREDGE SU RACK SERVER         POND-PACS         EXPIRED         1/1/0/16         \$2,150         \$1,006         \$1,00 <t< td=""><td>\$282</td><td>\$282</td><td>\$282</td><td>00+\$</td><td></td><td>EXPIRED</td><td>1D428</td><td>ER</td><td>804PNKQ00209</td><td>PLANAR 20" GX 2MP</td><td>PLANAR 20" 1600X1200 FLAT PANEL MONITOR</td></t<>  | \$282              | \$282              | \$282   | 00+\$   |           | EXPIRED | 1D428    | ER          | 804PNKQ00209 | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| IBM X2ERIES 28/N-YILYOHED CTORJER   X2ERIES 3850   AGRANGE   DATA CENTER   OPD-PACS   EXPIRED   1/1/0/16   \$2,150   \$1,506   \$1   | 901\$              | 901\$              | 901\$   | 091\$   | 3/10/2019 | EXPIRED | 1D428    | ЯЭ          | 10CZKS1      | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| DELL POWEREDGE 20 RACK SERVER   POWEREDGE R610 RACK SERVER   TYMD6L1   DATA CENTER   OPD-R1S   EXPIRED   11/10/16   \$2,150   \$1,506   \$1  |                    |                    |         | •       |           |         |          |             |              |                              | WORKSTATIONS & MONITORS:                |
| DELL POWEREDGE 20 RACK SERVER   POWEREDGE R610 RACK SERVER   TYMD6L1   DATA CENTER   OPD-R1S   EXPIRED   11/10/16   \$2,150   \$1,506   \$1  |                    |                    |         |         |           |         |          |             |              |                              |   |
| DELL POWEREDGE 2U RACK SERVER   POWEREDGE RAIO RACK SERVER   STWORL   PATA CENTER   OPD-RIS   EXPIRED   STAND   STAN   | £0 <del>1</del> \$ | £0 <del>1</del> \$ | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | 99EO395      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE R610 RACK SERVER 3TWD5L1 DATA CENTER OPD-PAGS EXPIRED 11/10/16 \$2,150 \$1,506 \$1,5 | £0 <del>1</del> \$ | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | KØBXNG2      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE RG10 RACK SERVER STWDEL1 DATA CENTER OPD-PACS EXPIRED 1/1/10/16 \$2,150 \$1,506 \$1, | £0 <del>1</del> \$ | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | KØBXNG0      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE RAID RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE RAID RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE RAID RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE RAID RACK SERVER POWEREDGE 2U RACK SERVER POWEREDGE RAID RACK SERVER POWEREDGE R   | £0 <del>1</del> \$ | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | KØBXNG4      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER   POWEREDGE R610 RACK SERVER   STWD6L1   DATA CENTER   OPD-RIS   EXPIRED   11/10/16   \$2,150   \$1,506   \$1  | £0 <del>1</del> \$ | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | KØBXNGS      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER   POWEREDGE R610 RACK SERVER   STWD6L1   DATA CENTER   OPD-PACS   EXPIRED   11/10/16   \$2,150   \$1,506   \$  | \$403              | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | 0800H66      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER   POWEREDGE R610 RACK SERVER   STWD6L1   DATA CENTER   OPD-PACS   EXPIRED   11/10/16   \$2,150   \$1,506   \$  | \$403              | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | 2400H66      | XSEKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE R610 RACK SERVER STWDEL1 DATA CENTER OPD-RIS EXPIRED 11/10/16 \$2,150 \$1,506 \$1,50 | £0 <del>1</del> \$ | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | £900H66      | X2EKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE R610 RACK SERVER STYNOLI DATA CENTER OPD-RIS EXPIRED 11/10/16 \$2,150 \$1,506 \$1,50 | \$403              | \$403              | \$403   | 929\$   |           | EXPIRED | OPD-PACS | DATA CENTER | 8E00H66      | XSEKIES 3220                 | IBM XSERIES SAN-ATTACHED CLUSTER        |
| DELL POWEREDGE 2U RACK SERVER         POWEREDGE 2U RACK SERVER         STYDEL1         DATA CENTER         OPD-PACS         EXPIRED         11/10/16         \$2,150         \$1,506         \$1,  | 948\$              | 948\$              | 948\$   | \$1,250 |           | EXPIRED | OPD-PACS | DATA CENTER | MXQ12905HH   | HP PROLIANT DL 360 G7 SERVER | Hb 10 RACK SERVER                       |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE R610 RACK SERVER BM4C6L1 DATA CENTER OPD-RIS EXPIRED 11/10/16 \$2,150 \$1,505 \$1,50 | 928\$              | 928\$              | 928\$   | \$1,250 |           | EXPIRED | OPD-PACS | DATA CENTER | MXQ12905FN   | HP PROLIANT DL 360 G7 SERVER | Hb 10 RACK SERVER                       |
| DELL POWEREDGE 2U RACK SERVER         POWEREDGE 2U RACK SERVER         61,506         \$1,506  | \$1,505            | \$1,505            | \$1,505 | \$5,150 | 71/02/10  | EXPIRED | OPD-PACS | DATA CENTER | 2V10NL1      | POWEREDGE R710 RACK SERVER   | DEFF BOWEREDGE 2U RACK SERVER           |
| DELL POWEREDGE 2U RACK SERVER         POWEREDGE 2U RACK SERVER         61/10/10 RACK SERVER         61/10/10 RACK SERVER         41/10/10 RACK SERVER  | \$1,505            | \$1,505            | \$1,505 | \$5,150 | 91/71/11  | EXPIRED | OPD-PACS | DATA CENTER | BW4C6L1      | POWEREDGE R610 RACK SERVER   | DELL POWEREDGE 2U RACK SERVER           |
| DELL POWEREDGE 2U RACK SERVER         POWEREDGE R010 RACK SERVER         61,505         \$1,505         \$1,505         \$1,505         \$1,505         \$1,505         \$1,505  | \$1,505            | \$1,505            | \$1,505 | \$5,150 | 91/01/11  | EXPIRED | OPD-RIS  | DATA CENTER | 2TWD5L1      | POWEREDGE R610 RACK SERVER   | DELL POWEREDGE 2U RACK SERVER           |
| DELL POWEREDGE 2U RACK SERVER POWEREDGE R610 RACK SERVER 6TWD6L1 DATA CENTER OPD-RIS EXPIRED 11/10/16 \$2,150 \$1,505 \$1,505 \$1,505  | \$1,505            | \$1,505            | \$1,505 | \$5,150 | 91/90/01  | EXPIRED | OPD-RIS  | DATA CENTER | 4H1YZK1      | POWEREDGE R610 RACK SERVER   | DELL POWEREDGE 2U RACK SERVER           |
|  | 905,1\$            | \$1,505            | \$1,505 | \$2,150 | 91/01/11  | EXPIRED | SIA-090  | DATA CENTER | 3TWD5L1      | POWEREDGE R610 RACK SERVER   | DEFF BOMEREDGE SU RACK SERVER           |
| SEKNEKS:   | 909'1\$            | 909'1\$            | \$1,505 | \$5,150 | 91/01/11  | EXPIRED | OPD-RIS  | DATA CENTER | 5TWD5L1      | POWEREDGE R610 RACK SERVER   | DEFF BOMEREDGE SU RACK SERVER           |
|  |                    |                    |         |         |           |         |          |             |              |                              | SERVERS:                                |

SYNAPSE LAC&USC 4/30/2013

Z7Z\$

Z77\$

Z7Z\$

\$320

LOS ANGELES CA 90031

LOS ANGELES CA 90031

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

DOME 3MP DISPLAY

| Total Cost         | ↑ AA∃Y                 | Discounted<br>Annual Price | IsmroM<br>IsunnA<br>Pricc\Unit | EOL<br>DATE | Warranty<br>End Date | Воот  | Location                | Serial #                 | nois a y Wodel / Version | Description  |
|--------------------|------------------------|----------------------------|--------------------------------|-------------|----------------------|-------|-------------------------|--------------------------|--------------------------|--|
|                    | \$1/02/90<br>\$1/10/20 |                            |                                |             |                      |       |                         |                          |                          |  |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 1D428 | ER                      | 804PNKQ00572             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PAUEL MONITOR  |
| ZÞZ\$              | 742\$                  | <b>₹</b> 747               | 9320                           |             | EXPIRED              | 1D428 | ER                      | 809PNKJ00156             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| ZÞZ\$              | 742\$                  | <b>₹</b> 747               | 9320                           |             | EXPIRED              | 1D428 | ER                      | 809PNKJ00159             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 1094F21                  | DELL PRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US |                          | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| ZÞZ\$              | ZÞZ\$                  | Z <del>7</del> Z\$         | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 710PNKJ00046             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| Z <del>7</del> Z\$ | \$24Z                  | Z <del>7</del> Z\$         | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US |                          | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US |                          | DELL PRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 804PNKQ0133              | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| <b>472</b> \$      | ZÞZ\$                  | Z <del>7</del> Z\$         | \$320                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 809PNKJ00137             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| ZÞZ\$              | 742\$                  | Z42\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 809PNKJ00130             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 53HGJS1                  | DELL PRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 804PNKQ00210             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| ZÞZ\$              | ZÞZ\$                  | Z77\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 712PNKJ00412             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| Z7Z\$              | 742\$                  | Z42\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 712PNKJ00326             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 1СКЕ 1Н1                 | DELL PRECISION T3400     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 804PNKQ00141             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| ZÞZ\$              | ZÞZ\$                  | Z77\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 806PNKJ00040             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| ZÞZ\$              | ZÞZ\$                  | Z77\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 809PNKJ00112             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 109YKS1                  | DELL PRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 806PNKQ00463             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| ZÞZ\$              | Z4Z\$                  | ZÞZ\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 811PNKM00214             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| <b>472</b> \$      | Z4Z\$                  | ZÞZ\$                      | 098\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 811PNKM00120             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 5S6T2G1                  | DELL PRECISION T3400     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | 282\$                  | \$282                      | 007\$                          |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 811PNKQ01617             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| ZÞZ\$              | Z7Z\$                  | ZÞZ\$                      | 2320                           |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 811PNKM00096             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| ZÞZ\$              | Z <del>7</del> Z\$     | <b>∠</b> ₽⋜\$              | 2320                           |             | EXPIRED              | 3D322 | GI/GU, CHEST, WOMENS US | 811PNKM00182             | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | 091\$                          | 3/10/2019   | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI | 1HKE7H1                  | DEFF PRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | \$282                      | 007\$                          |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAM  |                          | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| Z4Z\$              | ZÞZ\$                  | <b>₹</b> 747               | 098\$                          |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI |                          | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| Z7Z\$              | 742\$                  | 742\$                      | \$320                          |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI |                          | PLANAR DOME E3           | DOME 3MP DISPLAY   |
| \$362              | \$325                  | 292\$                      | 009\$                          |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI | -                        | 0098WX dH                | SYNAPSE ADVANCED WORKSTATION   |
| \$282              | \$282                  | 282\$                      | 007\$                          |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI | 804PNK000529             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| 8383               | \$383                  | 8383                       | 773\$<br>779\$                 |             | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI | 804PNKN00157             | PLANAR DOME E5           | DOME 5MP DISPLAY   |
| 8383               | 8383                   | 8383                       | 779\$                          | 0100/01/0   | EXPIRED              | 3C316 | U, CHEST, WOMENS USMAMI | -                        | PLANAR DOME E5           | DOWE PWD DISPLAY   |
| 901\$              | 901\$                  | 901\$                      | \$120                          | 3/10/2019   | EXPIRED              | 3F212 | 10                      | 10D3F81                  | DEFT BRECISION T5500     | SYNAPSE ADVANCED WORKSTATION   |
| 282\$              | 282\$                  | 282\$                      | 007\$                          |             | EXPIRED              | 3F212 | 10                      | 804PNKQ00458             | PLANAR 20" GX 2MP        | PLANAR 20" 1600X1200 FLAT PANEL MONITOR  |
| 742\$              | Z7C\$                  | 27C3                       | \$320                          |             | EXPIRED              | 3F212 | 13                      | 710PNKJ00187             | PLANAR DOME E3           | DOWE 3MB DISBLAY   |
| 277\$              | 277\$                  | 2 <del>7</del> 7\$         | \$320                          |             | EXPIRED              | 3F212 | 10                      | 712PNKJ00306             | PLANAR DOME E3           | DOWE 3MP DISPLAY   |
| \$782<br>\$109     | \$282<br>\$100         | \$782<br>\$100             | 00†\$<br>09\\$                 |             | EXPIRED<br>EXPIRED   | 3F211 | CT<br>CT                | 1011/JKG00018<br>05B4BD1 | DEFT PRECISION T3400     | SYNAPSE WORKSTATION  SYNAPSE WORKSTATION   |
| 7070               | 2703                   | 2070                       | 4360                           |             |                      | 11710 | 15                      | ZVOOON NINGOVO           | DIVIVID DONE ES          | NO LINE SIND DISCH NAME OF THE PROPERTY OF THE |

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910PNKJ00047

PLANAR DOME E3

3F211 EXPIRED

SYNAPSE LAC&USC 4/30/2013 LOS ANGELES CA 90031

LOS ANGELES CA 90031

LOS ANGELES CA 90031

LOS ANGELES CA 90031

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| Total Cost         | YEAR 1        | Discounted<br>Sinual Price | Normal<br>Annual<br>Price/Unit | ranty EOL<br>Date DATE |      | Воот  | Location | Serial #                | noiersV\laboM\zefoM       | Description                             |
|--------------------|---------------|----------------------------|--------------------------------|------------------------|------|-------|----------|-------------------------|---------------------------|---|
|                    | £1/10/20      |                            |                                |                        |      |       |          |                         |                           |   |
| ZVC\$              | 71/0E/90      | 21/0\$                     | 4350                           | IRED                   | EXDI | 3E044 | 10       | 01 DDNK IOOO69          | DI VNVB DOME ES           | DOME 3MP DISPLAY                        |
| \$106<br>\$747     | 472\$         | 901\$<br>\$74Z             | \$120<br>\$320                 | IRED 3/10/2019         |      | 3F212 | CT       | 10CAK21<br>810bNK700005 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | 282\$         | \$282                      | 007\$                          | IKED (CLOSCOLO)        |      | 3F212 | 10       | AY387121Y9              | NEC WULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 78Z\$              | 78Z\$         | 28Z\$                      | 007\$                          | IRED                   |      | 3F212 | TO       | AYS3680173              | NEC WOLTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F212 | TO       | AYE9680179              | NEC WNTLISANC FCD 5080NXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 901\$              | 901\$         | 901\$                      | 091\$                          | IRED 3/10/2019         |      | 3F210 | 10       | 10BAKS1                 | DEFT BRECISION 12200      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F210 | 10       | AY287121Y9              | NEC MULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 74Z\$              | \$24Z         | 742\$                      | \$320                          | IRED                   |      | 3F210 | 10       | AYS3680173              | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 742\$              | \$24Z         | 742\$                      | \$320                          | IRED                   |      | 3F210 | 10       | AYE9680179              | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | \$120                          | IRED 3/10/2019         |      | 3F210 | 10       | 10CAKS1                 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F210 | TO       | 38150381YA              | NEC MULTISYNC LCD 2080UX  | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 742\$              | Z4Z\$         | 742\$                      | \$320                          | IRED                   |      | 3F210 | TO       | 704PNKH00018            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| <b>₹</b> 547       | Z4Z\$         | 742\$                      | \$320                          | IRED                   |      | 3F210 | TO       | 709PNKH00006            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | \$120                          | IRED                   |      | 3F210 | 10       | 18KP6D1                 | DELL PRECISION T3400      | SYNAPSE WORKSTATION                     |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F210 | 10       | 804PNKQ00253            | PLANAR 20" GX 2MP         | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 742\$              | \$247         | 742\$                      | \$320                          | IRED                   |      | 3F210 | 10       | 809PNKJ00091            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 742\$              | Z4Z\$         | Z4Z\$                      | \$320                          | IRED                   |      | 3F210 | TO       | 809PNKJ00103            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | \$120                          | 3/10/2019              |      | 3F210 | LO       | HR62TG1                 | DEFF PRECISION T3400      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F210 | LO       | 804PNKQ00135            | PLANAR 20" GX 2MP         | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| Z <del>7</del> Z\$ | <b>477</b>    | 742\$                      | \$320                          | IRED                   |      | 3F210 | TO       | 809PNKJ00102            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 742\$              | <b>7</b> 42\$ | 742\$                      | \$320                          | IRED                   |      | 3F210 | TO       | 809PNKJ00086            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | \$120                          | IRED 3/10/2019         |      | 3F216 | TO       | 9RSY0R1                 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F216 | TO       | AY38T1S1Y3              | NEC MULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 742\$              | <b>477</b>    | 742\$                      | \$320                          | IRED                   |      | 3F216 | TO       | 901PNKJ00064            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 742\$              | Z4Z\$         | 742\$                      | \$320                          | IRED                   |      | 3F216 | LO       | 911PNKJ00007            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | \$120                          | 3/10/2019              |      | 3F318 | NEURO    | 1001181                 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F318 | NEURO    | AY72835147              | NEC MULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 742\$              | <b>477</b>    | Z4Z\$                      | \$320                          | IRED                   |      | 3F318 | NEURO    | 908PNKJ00047            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| Z4Z\$              | Z4Z\$         | 742\$                      | \$320                          | IRED                   |      | 3F318 | NEURO    | 908PNKJ00005            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | 120                            | 3/10/2019              |      | 3F216 | NEURO    | 10B4F21                 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   |      | 3F216 | NEURO    | AUS3T0ETX1              | NEC MULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| <b>ረ</b> ቱፘ\$      | Z4Z\$         | 742\$                      | \$320                          | IRED                   |      | 3F216 | NEURO    | 910PNKJ00043            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| <b>ረ</b> ቱፘ\$      | Z4Z\$         | <b>ረ</b> ቱፘ\$              | \$320                          | IRED                   |      | 3F216 | NEURO    | 910PNKJ00063            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | 120                            | 3/10/2019              |      | 3F318 | NEURO    | 23FKJS1                 | DEFF PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   | EXPI | 3F318 | NEURO    | 804PNKQ00454            | PLANAR 20" GX 2MP         | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| <b>ረ</b> ቱፘ\$      | Z4Z\$         | <b>477</b> \$              | \$320                          | IRED                   | EXPI | 3F318 | NEURO    | 809PNKJ00117            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| <b>ረ</b> ቱፘ\$      | Z4Z\$         | <b>ረ</b> ቱፘ\$              | \$320                          | IRED                   | EXPI | 3F318 | NEURO    | 809PNKJ00109            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | 120                            | IRED 3/10/2019         | EXPI | 3F318 | NEURO    | 1093LS1                 | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282         | \$282                      | 007\$                          | IRED                   | EXPI | 3F318 | NEURO    | 46113155YA              | NEC MULTISYNC LCD 2080UX  | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| <b>ረ</b> ቱሪ\$      | Z4Z\$         | ZÞZ\$                      | \$320                          | IRED                   | EXPI | 3F318 | NEURO    | 910PNKJ00056            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| <b>ረ</b> ቱፘ\$      | Z4Z\$         | Z4Z\$                      | \$320                          | IRED                   | EXPI | 3F318 | NEURO    | 910PNKJ00044            | PLANAR DOME E3            | DOME 3MP DISPLAY                        |
| 901\$              | 901\$         | 901\$                      | 120                            | IRED 3/10/2019         | EXPI | 3F318 | NEURO    | 10C3F21                 | DETT PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION            |

SYNAPSE LAC&USC **EXHIBIT K** 4/30/2013

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**LOS ANGELES CA 90031** 1200 NORTH STATE STREET LAC & USC MEDICAL CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

DOME 3MP DISPLAY

| Total Cost         | ↑ ЯA∃Y                | Discounted<br>Annual Price | Normal<br>Annual<br>tinU\əpirq | EOL<br>EOL | Warranty<br>End Date | Воош  | Location             | # Isine2                      | Notes/Nodel/Version          | Description                             |
|--------------------|-----------------------|----------------------------|--------------------------------|------------|----------------------|-------|----------------------|-------------------------------|------------------------------|---|
|                    | \$1/0E/90<br>E1/10/20 | _                          |                                | 1          |                      |       |                      | T                             |                              |   |
| 282\$              | \$282                 | 282\$                      | 00†\$                          |            | EXPIRED              | 3F318 | NEURO                | 804PNKQ00131                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| <b>ረ</b> ቱፘ\$      | Z7Z\$                 | Z4Z\$                      | \$320                          |            | EXPIRED              | 3F318 | NEURO                | 809PNKJ00065                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| ZÞZ\$              | Z7Z\$                 | Z4Z\$                      | \$320                          |            | EXPIRED              | 3F318 | NEURO                | 809PNKJ00096                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | \$120                          | 3/10/2019  | EXPIRED              | 3F318 | NEURO                | 10D1LS1                       | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | \$282                      | 007\$                          |            | EXPIRED              | 3F318 | NEURO                | 804PNKQ00451                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| ZÞZ\$              | Z4Z\$                 | Z42\$                      | 098\$                          |            | EXPIRED              | 3F318 | NEURO                | 809PNKJ00182                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| Z4Z\$              | Z4Z\$                 | Z42\$                      | \$320                          |            | EXPIRED              | 3F318 | NEURO                | 809PNKJ00084                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | 091\$                          | 3/10/2019  | EXPIRED              | 3D339 | MRI                  | 1ATZ42E                       | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | \$282                      | 007\$                          |            | EXPIRED              | 3D339 | MRI                  | AY886301X3                    | NEC MULTISYNC LCD 2080UX     | NEC 20" 1600X1200 FLAT PAUEL MOUITOR    |
| ZÞZ\$              | Z4Z\$                 | Z42\$                      | \$320                          |            | EXPIRED              | 3D339 | MRI                  | 711PNKJ00087                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| ZÞZ\$              | <b>477</b> \$         | ZÞZ\$                      | \$320                          |            | EXPIRED              | 3D336 | MRI                  | 710PNKJ00083                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| \$362              | \$352                 | \$362                      | 009\$                          |            | EXPIRED              | 3D336 | MRI                  | SZUA8271FTG                   | 009+WX dH                    | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3D336 | MRI                  | 804PNKQ00140                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3D339 | MRI                  | 804PNKQ00137                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| \$282              | \$282                 | \$282                      | 007\$                          |            | EXPIRED              | 3D336 | IAM                  | 804PNKQ00212                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$              | 901\$                 | 901\$                      | \$120                          | 3/10/2019  | EXPIRED              | 3D336 | IAM                  | 10B1FS1                       | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3D336 | IAM                  | 3Y155480YA                    | NEC MULTISYNC LCD 2090UXI    | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3D336 | MRI                  | 1011NKØ00163                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3D339 | MRI                  | 803PNKQ00836                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$              | 901\$                 | 901\$                      | \$120                          | 3/10/2019  | EXPIRED              | 3E110 | PED, MSK             | 10F1LS1                       | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3E110 | PED, MSK             | 804PNKQ000139                 | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| ZÞZ\$              | Z7Z\$                 | Z7Z\$                      | \$320                          |            | EXPIRED              | 3E110 | PED, MSK             | 809PNKJ00092                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| ZÞZ\$              | ZÞZ\$                 | Z4Z\$                      | \$320                          |            | EXPIRED              | 3E110 | PED, MSK             | 809PNKJ00090                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | \$120                          | 3/10/2019  | EXPIRED              | 3E110 | PED, MSK             | 23CK121                       | DEFF PRECISION T5500         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | \$282                      | 00†\$                          |            | EXPIRED              | 3E110 | PED, MSK             | 803PNKQ00519                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| ZÞZ\$              | Z7Z\$                 | Z4Z\$                      | 098\$                          |            | EXPIRED              | 3E110 | PED, MSK             | 809PNKJ00132                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| 742\$              | Z7Z\$                 | ZÞZ\$                      | \$320                          |            | EXPIRED              | 3E110 | PED, MSK             | 809PNKJ00127                  | PLANAR DOME E3               | DOWE 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | \$120                          | 3/10/2019  | EXPIRED              | 3E110 | PED, MSK             | 23FLJS1                       | DEFF BRECISION 12000         | SYNAPSE ADVANCED WORKSTATION            |
| 282\$              | \$282                 | 282\$                      | 007\$                          |            | EXPIRED              | 3E110 | PED, MSK             | 804PNKJ00138                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| Z77\$              | Z72\$                 | 27C\$                      | \$320                          |            | EXPIRED              | 3E110 | DED' WSK             | 809PNKJ00116                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| Z <del>7</del> 7\$ | 277\$                 | 277\$                      | \$320                          | 0700/07/0  | EXPIRED              | 3E110 | DED' WSK             | 809PNKJ00101                  | PLANAR DOME E3               | DOME 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | 00/\$                          | 3/10/2019  | EXBIBED              | 3E110 | DED WZK              | 804PNKO00134<br>6CRS0R1       | DEFF BRECISION 12200         | SANAPSE ADVANCED WORKSTATION            |
| 282\$              | 282\$                 | 282\$                      | 098\$                          |            | EXPIRED              | 3E110 | DED WSK              | 804PNKQ00134                  | PLANAR 20" GX 2MP            | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 742\$              | 742\$                 | 742\$                      | \$320                          |            | EXBIBED              | 3E110 | DED WZK              | 800BNK 100100<br>800bNK100008 | PLANAR DOME E3               | DOWE 3MP DISPLAY                        |
| 277\$              | 477\$                 | 742\$                      | \$320                          | 3/10/2010  | EXBIBED              | 3E110 | DED WSK              | 809PNKJ00100                  | PLI PRECISION TESOO          | DOWE 3MP DISPLAY                        |
| 901\$              | 901\$                 | 901\$                      | 007\$                          | 3/10/2019  | EXBIBED              | 3E110 | PED, MSK             | 804ENROU0133                  | DEFF BECISION 12200          | SYNAPS 20" 1600X1200 ELAT PANEL MONITOR |
| 282\$              | 282\$                 | 282\$                      | 095\$<br>00 <del>1</del> \$    |            | EXBIBED              | 3E110 | DED WZK              | 213BNK 100331<br>804bNKØ00135 | PLANAR DOME E3               | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 742\$<br>742\$     | 742\$                 | 242\$                      | \$320                          |            | EXPIRED<br>EXPIRED   | 3E110 | bed' WSK<br>bed' WSK | 712PNKJ00490                  | PLANAR DOME E3               | DOME 3MP DISPLAY DOME 3MP DISPLAY       |
| 901\$              | \$547<br>\$106        | 901\$                      | \$120<br>\$320                 | 3/10/2019  | EXPIRED              | 3E110 | PED, MSK             | 3S5YTR1                       | DEFT BRECISION 12200         | SYNAPSE ADVANCED WORKSTATION            |
| \$282              | \$282                 | \$282                      | 00†\$                          | 01.07/01/0 | EXPIRED              | 3E110 | PED, MSK             | AY306721Z4                    | NEC WOLTISYNC LCD 2080UX     | NEC 20" 1600X1200 FLAT PAUEL MOUITOR    |
|                    | EOL NOT               | EOL NOT                    | EOF NOT                        |            |                      |       | 71011 434            |                               | XV 10010 121VV0 12 100 24V00 | AV Idold divid divide                   |

PED, MSK

DOME C3I FLAT PANEL DISPLAY 503PNKD00342

3E110 EXPIRED

SYNAPSE LAC&USC **EXHIBIT K** 4/30/2013

**LOS ANGELES CA 90031** 1200 NORTH STATE STREET LAC & USC MEDICAL CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| 0۲4,۱\$       | 0۲4,۱\$                         | 0۲4,۱\$                    | \$2,100                        | EXPIRED                                  | BOMFING | 3KD FLOOR        | 10017763       | DATCARD PACSCUBE EXPRESS 100) |   |
|---------------|---------------------------------|----------------------------|--------------------------------|--|---------|------------------|----------------|-------------------------------|---|
|               |                                 |                            |                                |  |         |                  |                |                               | PACSCUBES:                              |
|               |                                 |                            | /- 1                           |  |         |                  | 1              |                               | 1                                       |
| \$13,825      | \$13,825                        | \$13,825                   | 092'61\$                       | EXPIRED                                  | DC      | EWC              | 0E810847000M9A | EMC CLARIION CX3 MODEL 20     | EMC SAN POWERPATH                       |
|               |                                 |                            |                                |  |         |                  |                |                               | :35AROT2                                |
| 1±7¢          | Z7Z\$                           | Z7Z\$                      | \$320                          | G 3 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 01114   | GTIMI VIV/TTOON  | 809PNKJ00164   | 007 71007 11041177 1          | LVZ IOIG HAIC ZIAIOG                    |
| Z+Z\$         |                                 |                            |                                | EXPIRED                                  | 4F116   | NUCLEAR MED      |                | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| Z774          | 752¢                            | \$282<br>2772              | \$320                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 809PNKJ00163   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| Z8Z\$         | 282\$                           |                            | 007\$                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 804PNKQ00143   |                               | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| Z9E\$         | 298\$                           | 292\$                      | 009\$                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 2UA835O3SB     | 0098MX dH                     | SYNAPSE ADVANCED WORKSTATION            |
| 742\$         | 742\$                           | 742\$                      | \$320                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 809PNKJ00063   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| 742\$         | 742\$                           | 742\$                      | 8320                           | EXPIRED                                  | 4F116   | NUCLEAR MED      | 809PNKJ00072   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 804PNKQ00450   |                               | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | 804PNKQ00527   |                               | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| \$352         | \$392                           | \$325                      | 009\$                          | EXPIRED                                  | 4F116   | NUCLEAR MED      | SUA83308CP     | 0098WX dH                     | SYNAPSE ADVANCED WORKSTATION            |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OFFICE | AY18738177     | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OFFICE | AY65T351TT     | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PAUEL MONITOR    |
| \$352         | \$352                           | \$352                      | 009\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OFFICE | 2UA8271G39     | 0097WX dH                     | SYNAPSE ADVANCED WORKSTATION            |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OFFICE | 9382002317     | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PAUEL MONITOR    |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OFFICE | AY363041X7     | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PAUEL MONITOR    |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3E416   | EDDIE FIW OŁŁICE | AYE69041X72    | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PAUEL MONITOR    |
| 901\$         | 901\$                           | 901\$                      | 091\$                          | EXPIRED 3/10/2019                        | 3E416   | EDDIE FIW OFFICE | DW950L1        | DELL PRECISION T3400          | SYNAPSE ADVANCED WORKSTATION            |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3D318   | KENIN FEE OLLICE | 38150386YA     | NEC MULTISYNC LCD 2080UX      | NEC 20" 1600X1200 FLAT PAUEL MOUITOR    |
| \$320         | 9320                            | 9320                       | 009\$                          | EXPIRED                                  | 3D318   | KENIN FEE OLLICE | 31602116       | ↓ EIZO                        | ↓ EIZO                                  |
| 901\$         | 901\$                           | 901\$                      | \$120                          | EXPIRED 3/10/2019                        | 3D318   | KENIN FEE OFFICE | НСКЕЛНІ        | DELL PRECISION T3400          | SYNAPSE ADVANCED WORKSTATION            |
| <i>L</i> ⊅ፘ\$ | Z <del>7</del> Z\$              | <b>7</b> 42\$              | \$320                          | EXPIRED                                  | 3C435   | sn               | 811PNKM00193   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| <i>L</i> ⊅ፘ\$ | Z <del>7</del> Z\$              | <b>7</b> 42\$              | \$320                          | EXPIRED                                  | 3C435   | sn               | 811PNKM00218   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3C435   | sn               | 804PNKQ001230  | PLANAR 20" GC 2MP             | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$         | 901\$                           | 901\$                      | 091\$                          | EXPIRED 3/10/2019                        | 3C43S   | sn               | 1T6MQG1        | DETT PRECISION T3400          | SYNAPSE ADVANCED WORKSTATION            |
| Z4Z\$         | Z4Z\$                           | <b>7</b> 42\$              | 098\$                          | EXPIRED                                  | 3C43S   | sn               | 811PNKM00107   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| Z4Z\$         | Z4Z\$                           | <b>7</b> 42\$              | 098\$                          | EXPIRED                                  | 3C43S   | sn               | 811PNKM00099   | PLANAR DOME E3C               | DOME 3MP DISPLAY                        |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3C43S   | sn               | 804PNKQ00128   | PLANAR 20" GC 2MP             | PLANAR 20" 1600X1200 FLAT PAUEL MONITOR |
| 901\$         | 901\$                           | 901\$                      | 091\$                          | EXPIRED 3/10/2019                        | 3C43S   | sn               | 19TS828        | DETT PRECISION T3400          | SYNAPSE ADVANCED WORKSTATION            |
| <b>477</b> \$ | Z4Z\$                           | Z4Z\$                      | \$320                          | EXPIRED                                  | 3C43S   | sn               | 811PNKM00047   | PLANAR DOME E3                | DOME 3MP DISPLAY                        |
| ZÞZ\$         | Z7Z\$                           | Z4Z\$                      | 2320                           | EXPIRED                                  | 3C435   | SN               | 811PNKM00054   | PLANAR DOME E3                | DOME 3MP DISPLAY                        |
| \$282         | \$282                           | \$282                      | 007\$                          | EXPIRED                                  | 3C432   | sn               | 806PNKQ00281   | PLANAR 20" GX 2MP             | PLANAR 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$         | 901\$                           | 901\$                      | 120                            | EXPIRED 3/10/2019                        | 3C432   | sn               | 10B3LS1        | DELL PRECISION T5500          | SYNAPSE ADVANCED WORKSTATION            |
| Z4Z\$         | <b>ረ</b> ቱፘ\$                   | ZÞZ\$                      | 092\$                          | EXPIRED                                  | 3C435   | sn               | 811PNKM00191   | PLANAR DOME E3                | DOME 3MP DISPLAY                        |
| Z4Z\$         | Z+Z\$                           | <b>477</b> \$              | \$320                          | EXPIRED                                  | 3C43S   | SN               | 811PNKM00099   |                               | DOME 3MP DISPLAY                        |
| \$282         | \$282                           | \$282                      | 001/\$                         | EXPIRED                                  | 3C43S   | SN               | 4U80712731     | NEC MULTISYNC LCD 2090UXI     | NEC 20" 1600X1200 FLAT PANEL MONITOR    |
| 901\$         | 901\$                           | 901\$                      | 091\$                          | EXPIRED 3/10/2019                        | 3C43S   | SN               | 1001121        | DELL PRECISION T5500          | SYNAPSE ADVANCED WORKSTATION            |
| 0\$           | СОЛЕВЕD                         | СОЛЕВЕD                    | COVERED                        | EXPIRED                                  | 3E110   | PED, MSK         | 203PNKD00306   | DOME C3I FLAT PANEL DISPLAY   | DOME 3MP DISPLAY                        |
|               | EOF NOL<br>00/30/14<br>02/01/13 | EOF NOT                    | EOL NOT                        |  |         |                  |                |                               |   |
| Total Cost    | YEAR 1                          | Discounted<br>Annual Price | Normal<br>Annual<br>Price\Unit | Warranty EOL End Date                    | Воош    | Location         | % Serial       | Notes/Model/Version           | Description                             |

SYNAPSE LAC&USC 4/30/2013 FOR PARTIES CA 90031 1200 NORTH STATE STREET CENTER & USC MEDICAL CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| <b>977</b> ,688 | <b>9</b> 44,683\$ | 9 <b>4</b> L'699\$         | \$727,945                      |             |                      |         |                 |             |                               | Software & Hardware Net Price |
|-----------------|-------------------|----------------------------|--------------------------------|-------------|----------------------|---------|-----------------|-------------|-------------------------------|-------------------------------|
|                 |                   |                            |                                |             |                      |         |                 |             |                               |                               |
| 986'84\$        | 986'84\$          | 986'84\$                   | 4115,417                       |             |                      |         |                 |             |                               | Hardware Price                |
|                 |                   |                            |                                |             |                      |         |                 |             |                               |                               |
| 818,2\$         | 818,2\$           | \$18,2\$                   | \$4,025                        |             | EXPIRED              | OPD     | DATA CENTER     | BIP220486S  | F5 BIG-IP 1500                | BIGIP F5 CONTENT SWITCH       |
| 818,2\$         | 818,2\$           | 818,2\$                    | \$4,025                        |             | EXPIRED              | OPD     | DATA CENTER     | BIP227668S  | F5 BIG-IP 1500                | BIGIP F5 CONTENT SWITCH       |
|                 |                   |                            | соитеит switches:              |             |                      |         |                 |             |                               |                               |
|                 |                   |                            |                                |             |                      |         |                 |             |                               |                               |
| 0\$             | A/N               | INCLUDED                   | ІИСГПВЕВ                       |             | EXPIRED              | BOMFING | ЗКD FLOOR       | BE826A18056 | ACSGEAR PLANAR PL1911M MONITO | 19" DUAL INPUT LCD MONITOR    |
| 0\$             | ∀/N               | INCLUDED                   | ІИСГПВЕВ                       |             | EXPIRED              | BOMFING | ЗКD FLOOR       | LKGKTVW     | PACSGEAR LEOVO 6071-BDU WKS   | DIGITIZER WORKSTATION         |
| 026,6\$         | 026,6\$           | 026,6\$                    | 009'9\$                        |             | EXPIRED              | BOMFING | ЗКD FLOOR       | 320080      | PACSGEAR VIDAR DIAGNOSTIC PRO | VIDAR DIGITIZER               |
|                 |                   |                            |                                |             |                      |         |                 | •           |                               | DIGITIZERS:                   |
|                 |                   |                            |                                |             |                      |         |                 |             |                               |                               |
| 0\$             | ∀/N               | INCLUDED                   | ІИСГПВЕВ                       |             | EXPIRED              |         | NOT FOUND/MOVED | 1X93P51     | DELL OPTIPLEX GX270           | PACSCUBE WORKSTATION          |
| 0۲4,۱\$         | 0۲4,۱\$           | 0۲4,۱\$                    | \$2,100                        |             | EXPIRED              |         | NOT FOUND/MOVED | 09610001    | DATCARD PACSCUBE EXPRESS 100X | DATCARD PACSCUBE              |
| 0\$             | ∀/N               | INCLUDED                   | INCLUDED                       |             | EXPIRED              | BOMFING | ЗКD FLOOR       | 0C313H      | DELL MONITOR                  | PACSCUBE MONITOR              |
| 0\$             | ∀/N               | INCLUDED                   | INCLUDED                       |             | EXPIRED              | BOMFING | ЗКD FLOOR       | ≀H∃9ZW8     | DEFF PRECISION T5400          | PACSCUBE WORKSTATION          |
|                 | <b>⊅1/0</b> €/90  |                            |                                |             |                      |         |                 | •           |                               |                               |
|                 | £1/10/70          |                            |                                |             |                      |         |                 |             |                               |                               |
| teo3 lstoT      | r ЯАЭҮ            | Discounted<br>Annual Price | IsmroM<br>IsunnA<br>tinU\əcirq | EOL<br>DATE | Warranty<br>End Date | Воош    | Location        | Serial #    | Notes/Model/Version           | Description                   |

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APPLIED DISCOUNTS:

4. President & CEO Discount

Total Discount

30%

\*An increaseo/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

LAC & USC MEDICAL CENTER 1200 NORTH STATE STREET 1200 NORTH STATE STREET

EMERALD PREFERRED SERVICE AGREEMENT

**LOS ANGELES CA 90031** 

| 008'6\$        | 008'6\$          | 008'6\$                    | 000,41\$               |              | EXPIRED              | 109 AMUAЯT       | EB                             | 86720039        | FCR-GO MB-101 PORTABLE X-RAY SYSTEM     | FCR GO 1                   |
|----------------|------------------|----------------------------|------------------------|--------------|----------------------|------------------|--------------------------------|-----------------|---|----------------------------|
|                |                  | _                          |                        |              |                      |                  | 6                              |                 |   |                            |
| 0\$            | ∀/N              | A/N                        | INCLUDED               |              | EXPIRED              | YAЯ-X            | Zonal 5P-21 Bldg. S/N: FTX9QB1 | 925LIS6120075K  | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | ∀/N              | A/N                        | INCLUDED               |              | EXPIRED              | YAЯ-X            | Sonal 5P-21 Bldg.              | FTX9QB1         | DEFT OPTIPLEX GX270                     | dll                        |
| 245,342        | 245,342          | 245,342                    | 000'6\$                |              | EXPIRED              | YAЯ-X            | Zonal 5P-21 Bldg.              | 88002199        | CK IK 367 1E                            | FCR CLEARVIEW 1M           |
| 0\$            | ∀/N              | A\N                        | INCLUDED               |              | EXPIRED              | 4C318            | UROLOGY S/N: 2XXBG51           | 925LIU6171285K  | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | A\N              | Α/N                        | INCLUDED               |              | EXPIRED              | 4C318            | ПВОГОЕЛ                        | 5XXBG21         | DEFT OPTIPLEX GX270                     | dll                        |
| 0\$            | FREE             | 000,6\$                    | 009'9\$                |              |                      | QBT              |                                |                 | FLASH IIP UPGRADE to FDX                |                            |
| 008'9\$        | 008'9\$          | 008'9\$                    | 000,11\$               | 3/31/2015    | EXPIRED              | 4C318            | ПВОГОВД                        | 20132107        | CK-IK 346KU                             | SMART CR                   |
| 0\$            | ∀/N              | A/N                        | INCLUDED               |              | EXPIRED              | 38322            | ORTHO/DENTAL                   | 925LIS6483243K  | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | 38322            | ORTHO/DENTAL                   | 131FH91         | DEFT OPTIPLEX GX270                     | dll                        |
| 0\$            | EKEE<br>\$6,800  | 008'9\$                    | 000,11\$               | 3/31/5012    | EXPIRED              | 3B322<br>TBD     | ORTHO/DENTAL<br>GBT            | Z6745698<br>G8T | FLASH IIP UPGRADE to FDX                | SMART CR                   |
| 008 9\$        | A/N              | A/N                        | INCLUDED               | 3/31/3016    | EXBIBED              |                  | R 22 SUPPLY ROOM S/N: 2G7FZE   | 727164500C      | CK-IK 346RU                             | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | ∀/N              | A/N                        | INCLUDED               |              | EXPIRED              | 2D312            | OR 22 SUPPLY ROOM              | 20246AED1       | DEFT OBLIBITEX GX145                    | dll                        |
| 0\$            |                  | 000'8\$                    |                        |              | CADIDED              | TBD              | DBT YIGHT S E GO               | TBD             | FLASH IIP UPGRADE to FDX                | dii                        |
| 740,7\$        | \$2,047          | 240,78                     | 000,01\$               |              | EXPIRED              | 5D315            | OR 22 SUPPLY ROOM              | 76624143        | CK-IK329                                | CARBON XL READER UNIT      |
| 018,48         | 019,4\$          | 012,48                     | 005,012                |              | EXPIRED              | 37003            | Mammo<br>Mammo                 | 96808199        | DRYPIX 5000 W/1 FILM DRAWER             | DRYPINT DEADED LINIT       |
| 01973          | 013.4\$          | 01313                      | 007.9\$                |              | EXPIRED              | 1D328            | ER                             | 18702699        | DBYPIX 5000 W/1 FILM DRAWER             | DBYPIXE000                 |
| 019 75         | 012 b2           | A/N                        | INCLUDED               | 1            | EXBIBED              | 1D324            | EB S/N: JH3W431                | 727261741C      | DBABIX 2000 M/1 EII M DB VMEB           | LONCH2CKEEN 19 INCH CCD    |
| -              |                  |                            |                        |              |                      |                  |                                |                 |   |                            |
| 0\$            | A\N              | A/N                        | INCLUDED               |              | EXPIRED              | 1D354            | ВЗ                             | JH3M431         | DEFT OBLIBFEX 6X510                     | dll                        |
| 0\$<br>008'9\$ | EKEE<br>\$6,800  | 000'E\$<br>008'9\$         | 000,11\$               | 3/31/5015    | EXPIRED              | 1D324            | AB<br>TBD                      | 36826748<br>TBD | CR-IR 346RU<br>FLASH IIP UPGRADE to FDX | SO TAAMS                   |
| 008 9\$        | A/N              | A/N                        | INCLUDED               | 3/31/3016    | EXBIBED              | 1D354            | EB                             | 925LIS6070713K  | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | 1D328            | 83                             | DOY9QB1         | DEFT OBLIBEE 8X310                      | dll                        |
| 0\$            |                  | 000,5\$                    | 009'9\$                |              | CABIBED              | TBD              | Q8T                            | TBD             | FLASH IIP UPGRADE to FDX                | dii                        |
| 666,11\$       | \$11,393<br>FREE | 66,11\$                    | \$16,275               |              | EXPIRED              | 1D328            | RA<br>GRI                      | 94822299<br>GBT | CR IR RU362                             | XG2000 KEADER UNIT         |
| 0\$            | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | URN WARD HALLWA' | PTH FLOOR S/N: GC1Z3J1         | H10C032022      | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | ORN WARD HALLWAY | 21H FLOOR S/N: 17221951        | GC1Z371         | DEFT OBLIBEE REVIEW                     | qui es instancia           |
|                |                  |                            |                        |              | EXDIDED              | TBD HALLWA       | TBD SWI: 12331961              | TBD             |   | dii                        |
| 0\$            | **EE             | 008'9\$                    | 000,11\$               | 3/31/5015    | EXPIRED              | YAWJAH DAAW NAU  | ADD THT8                       | 17221951        | CR-IR 346RU<br>FLASH IIP UPGRADE to FDX | SMART CR                   |
| 012,4\$        | 018,4\$          | 012,4\$                    | 000 113                | 3/31/3016    | EXPIRED              | BOWLING          | 3RD FLOOR                      | 90018893        | DRYPIX 5000 W/1 FILM DRAWER             | DRYPIX5000                 |
| 012,4\$        | 01218            | 019'7\$                    | 007'9\$                |              | EXPIRED              | BOWLING          | 3KD FLOOR                      | 47130058        | DRYPIX 5000 W/1 FILM DRAWER             | DRYPIX5000                 |
| 0\$            | A/N              | A\N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3KD FLOOR s/n 72CZCD1          | 925LIS6081548K  | EFO LONCHECKEEN                         | TOUCHSCREEN 19 INCH LCD    |
| 09Z, r\$       | 09Z'l\$          | 094,1\$                    | 909'7\$                |              | EXPIRED              | BOWLING          | 3BD El OOB 9/8 23C2CD1         | 72CZCD1         | DEFT OBLIBEE RASSO                      | dll                        |
| 000,5\$        | 000,5\$          | 000,5\$                    | 009'9\$                |              | CABIBED              | TBD              | TBD ELOOP                      | TBD             | FLASH IIP UPGRADE to FDX                | dii                        |
| 0\$            | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3RD FLOOR/s/n 4NJGZ61          | O696260727      | EL ASH IIB LIBGBADE 15 EDX              | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | ∀/N              | A/N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3KD FLOOR                      | \$471CZQ4       | DEFT OBJUSTES                           | dll                        |
| 0\$            | FREE             | 000'8\$                    | 009'9\$                |              | CADIDED              | TBD              | TBD FI OOD                     | TBD TRIE        | FLASH IIP UPGRADE to FDX                | dii                        |
| £65,11\$       | 11,393           | 265,11\$                   | \$16,275               |              | EXPIRED              | BOWLING          | 3KD FLOOR                      | 08121500<br>GBT | EI VEH IIB I IBGB VDE IV EDX            | XG2000 READER UNIT         |
| 0\$            | A/N              | A\N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3KD FLOOR/s/n 5YWLB21          | 925LIS6131111K  | ETO LONCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 057,1\$        | 09Z'l\$          | 09Z'l\$                    | \$2,500                | 1            | EXPIRED              | BOWLING          | 3BD ELOOP(s EVW) B31           | PAMERS1         | DEFT OBLIBEER                           | dll do i How or Management |
| 092 15         | 092 1\$          | 000,5\$                    | 009'9\$                |              | EXDIDED              | DINI INO8        | TBD                            | TBD TWI BOT     | FLASH IIP UPGRADE to FDX                | UII                        |
| 000 8\$        | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3RD FLOOR S/N: 2XX9QB1         | 727241742C      | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 094,1\$        | 09Z'l\$          | 092'\\$                    | \$2,500                |              | EXPIRED              | BOWLING          | 3BD ELOOR                      | 222247243C      | DEFT OBLIBEE CX620                      | dll                        |
| 000,52         | 000,6\$          | 000,5\$                    | 009'9\$                |              |                      | TBD              | TBD ELOOP                      | TBD             | FLASH IIP UPGRADE to FDX                | uii                        |
| 000 8\$        | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3RD FLOOR S/N: 8Z7FZD1         | 727261512C      | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 092,1\$        | 09Z'l\$          | 092'\\$                    | \$2,500                | <del> </del> | EXPIRED              | BOWLING          | 3BD ELOOD SWI- 922E2D1         | VDZ-1728        | DEFT OBLIBEE RANGE                      | dll                        |
| 000,5\$        | 000,6\$          | 000,6\$                    | 003'9\$                |              | CADIDLE              | TBD              | TBD                            | TBD             | FLASH IIP UPGRADE to FDX                | dii                        |
| 000 8\$        | A/N              | A/N                        | INCLUDED               |              | EXPIRED              | BOWLING          | 3RD FLOOR/s/n 308FZD1          | E08C014649      | ELO TOUCHSCREEN                         | TOUCHSCREEN 19 INCH LCD    |
| 0\$            | A/N              | A/N                        | INCLUDED               | <del> </del> | EXPIRED              | BOWLING          | 3BD El OOB(%) 308E2D1          | 308FZD1         | DEFT OBLIBEE RANGE                      | dll                        |
| 0\$            | FREE             | 000'8\$                    | 009'9\$                |              | באטוטבט              | TBD              | TBD ELOOP                      | TBD             | FLASH IIP UPGRADE to FDX                | ųii                        |
| 666,11\$       | \$11°393         | 666,118                    | \$16,275               |              | EXPIRED              | BOWLING          | 3RD FLOOR                      | 66222845        | CR IR RU362                             | XG2000 KEADER UNIT         |
| 000 774        | 000 779          | 000 773                    | 120 019                |              | CADIDLE              | ON INOU          | 00013 000                      | 27000000        | 000110 01 00                            | TIMI 070170 00010V         |
|                | t1/0E/90         |                            | <del> </del>           | <del> </del> |                      |                  |                                |                 |   |                            |
|                | £1/10/20         |                            |                        |              |                      |                  |                                |                 |   |                            |
| Total Cost     | YEAR 1           | Discounted<br>Annual Price | Normal<br>Annual Price | EOSL DATE    | Warranty<br>End Date | Воот             | Location                       | Serial Number   | Description                             | Device                     |

TYC & NSC WEDICYT CENLEK ECNIBMENT LOCATION (If DIfferent from Invoicing Information):

**LOS ANGELES CA 90031** 1200 NORTH STATE STREET

#### EMERALD PREFERRED SERVICE AGREEMENT

| 0\$        | COVERED                   | СОЛЕВЕD                   | COVERED      | 8002/8/7  | EXPIRED      |   | LOCATION N/A | 1772W91          | DELL OPTIPLEX GX280 DESKTOP 2.80GHZ P4 |                        |
|------------|---------------------------|---------------------------|--------------|-----------|--------------|---|--------------|------------------|--|------------------------|
| 0\$        | EOL NOT                   | EOL NOT                   | EOL NOT      | 2/26/2011 | EXPIRED      |   | LOCATION N/A | FW7WQF1          | DEFT GX745 2.33G C2DUO/2G RAM/160G HD  |                        |
|            | EOL NOT                   | COVERED                   | EOL NOT      |           |              |   |              |                  |  |                        |
| 0\$        | COVERED<br>COVERED        | COVERED<br>EOL NOT        | EOL NOT      | A\N       | EXPIRED      |   | LOCATION N/A | 1120683          | CB IR 346CL                            |                        |
| 0\$        | COVERED                   | COVERED                   | COVERED      | 1/31/5006 | EXPIRED      |   | LOCATION N/A | BEWKY11          | CB IR 346CL                            |                        |
| 008'9\$    | <b>EOF NOT</b><br>\$6,800 | <b>EOF NOT</b><br>\$6,800 | #11,000      | 3/31/5016 | EXPIRED      |   | A/N NOITAOOJ | 56823983         | CK IK 346RU                            | SMART CR               |
| 008'9\$    | 008,8\$                   | 008'9\$                   | 000,11\$     | 3/31/2015 | EXPIRED      |   | LOCATION N/A | 65232107         | CK IK 346RU                            | SMART CR               |
| 008'9\$    | 008'9\$                   | 008'9\$                   | 000,11\$     | 3/31/2015 | EXPIRED      |   | LOCATION N/A | 26232108         | CK IR 346RU                            | SMART CR               |
| 842,248    | 842,8\$                   | 842,8\$                   | 976,8\$      |           | EXPIRED      |   | LOCATION N/A | 76920367         | CK RU359-1E                            | CARBON XL2 READER UNIT |
| £6,83      | ££6,8\$                   | 086,11\$                  | 4۱۲,000      | 3/31/2014 | EXPIRED      |   | LOCATION N/A | 7192896          | CK IK 341                              | FCR5000                |
|            |                           |                           |              |           |              |   |              |                  |  |                        |
| \$1,365    | \$1,365                   | \$98,1\$                  | 096'\\$      |           | EXPIRED      | E19 AMUART                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTA8                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | EI'N AMUART                                 | ЕВ           | NON DISCOUNTABLE | XRAY TUBE GO                           | 38UT YAЯX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | E19 AMUAЯT                                  | ЕВ           | 7500588          | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'1\$      |           | EXPIRED      | SI'A AMUAAT                                 | RA           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YA∃TTA8                |
| 090Ԡ\$     | 090'+\$                   | 090Ԡ\$                    | \$2,800      |           | DEXPIRED     | S19 AMUAЯT                                  | ВЭ           | NON DISCOUNTABLE | OD BANT YAXX                           | ABUT YAЯX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | \$14,000     |           | EXPIRED      | S19 AMUAЯT                                  | ЯЭ           | 86820053         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | 119 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTA8                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | 119 AMUAЯT                                  | ER           | NON DISCOUNTABLE | OD BAUT YARX                           | ARAY TUBE              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | \$14,000     |           | DEXPIRED     | 119 AMUAAT                                  | ER           | 86820052         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | 019 AMUAЯT                                  | ВЭ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090'+\$                   | 92,800       |           | EXPIRED      | 019 AMUAЯT                                  | ER           | NON DISCOUNTABLE | OD BUT YARX                            | 38UT YAЯX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | 019 AMUAЯT                                  | ER           | 86820048         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| 396,1\$    | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | 609 AMUAЯT                                  | ER           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090'+\$                   | \$2,800      |           | EXPIRED      | 609 AMUAЯT                                  | ER           | NON DISCOUNTABLE | OD BAUT YARX                           | 38UT YAЯX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | \$14,000     |           | EXPIRED      | 609 AMUAЯT                                  | ER           | 72002988         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| 396,1\$    | \$1,365                   | 396,1\$                   | 096'\\$      |           | EXPIRED      | 809 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | XRAY TUBE GO NON DISCOUNTABLE ER TRAUMA P08 |              | ABUT YAЯХ        |  |                        |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | 809 AMUAЯT                                  | ЕВ           | 4200298          | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | T09 AMUA9T                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YAHTTAA                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | T09 AMUA9T                                  | ЕВ           | NON DISCOUNTABLE | OD BRUT YARX                           | ABUT YAЯХ              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | T09 AMUA9T                                  | ЕВ           | 86620023         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | 909 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YAHTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | \$2,800      |           | EXPIRED      | 909 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | OS 38UT YARX                           | BAUT YAAX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | 909 AMUAЯT                                  | ЕВ           | 22002998         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$96,1\$   | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | ZOA AMUART                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YAHTTAB                |
| 090'†\$    | 090Ԡ\$                    | 090Ԡ\$                    | 008,3\$      |           | EXPIRED      | 209 AMUART                                  | ВЭ           | NON DISCOUNTABLE | NRAY TUBE GO                           | BAUT YAAX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000Ԡ\\$      |           | EXPIRED      | 209 AMUAЯT                                  | ER           | 86720040         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$96,1\$   | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | 409 AMUAЯT                                  | ER           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008,2\$      |           | EXPIRED      | 409 AMUAЯT                                  | ER           | NON DISCOUNTABLE | OÐ BRNT YARX                           | BAUT YAAX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | \$14,000     |           | EXPIRED      | 409 AMUAЯT                                  | ER           | 14002788         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$96,1\$   | \$1,365                   | \$1,365                   | 096'\\$      |           | EXPIRED      | £09 AMUAЯT                                  | ER           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008,2\$      |           | EXPIRED      | E09 AMUART                                  | ER           | NON DISCOUNTABLE | OÐ BRNT YARX                           | BAUT YAAX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000,41\$     |           | EXPIRED      | E09 AMUART                                  | ER           | 86720038         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$96,1\$   | \$1,365                   | \$1,365                   | 096'1\$      |           | EXPIRED      | Z04 AMUART                                  | ВЭ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YA∃TTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | 209 AMUAЯT                                  | ER           | NON DISCOUNTABLE | XRAY TUBE GO                           | ABUT YAЯX              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000Ԡ\\$      | 1         | EXPIRED      | 209 AMUART                                  | ЕВ           | 86720037         | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'1\$      |           | EXPIRED      | 209 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090'+\$    | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      |           | EXPIRED      | Z04 AMUART                                  | EB           | NON DISCOUNTABLE | OS BAUT YARX                           | ARNY YARK              |
| 008'6\$    | 008'6\$                   | 008'6\$                   | 000'71\$     | 1         | EXPIRED      | 209 AMUART                                  | ЕВ           | \$20474<br>\$1   | FCR-GO MB-101 PORTABLE X-RAY SYSTEM    | FCR GO 1               |
| \$1,365    | \$1,365                   | \$1,365                   | 096'1\$      | 1         | EXPIRED      | 109 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | BATTERY LABOR INSTALLATION GO          | YABTTAB                |
| 090Ԡ\$     | 090Ԡ\$                    | 090Ԡ\$                    | 008'9\$      | 1         | EXPIRED      | 109 AMUAЯT                                  | ЕВ           | NON DISCOUNTABLE | OD BAUT YARX                           | 38UT YAЯX              |
|            | <b>⊅1/0€/90</b>           |                           |              | 1         |              |   |              |                  |  |                        |
|            | £1/10/20                  |                           |              |           |              |   |              |                  |  |                        |
|            |                           | Annual Price              | Annual Price |           | End Date     |   |              |                  | _                                      |                        |
| teo3 IstoT | ↑ ЯA∃Y                    | Discounted                | Normal Price | EOSL DATE | Warranty     | Воот  | Location     | Serial Number    | Description                            | Device                 |
|            |                           | Piecering                 | lomrold      |           | . 1700220/41 |   |              |                  |  |                        |

LAC&USC EXHIBIT K RA30/2013

#### EXHIBIT K PRICING MAINTAINENCE LIST

LOS ANGELES CA 90031

LOS ANGELES CA 90031

LOS ANGELES CA 90031

EMERALD PREFERRED SERVICE AGREEMENT

| 683,876\$  | 686,878\$ | 989'907\$                  | 098'909\$              |           |                      |      |   |               |                                    | Net Price     |
|------------|-----------|----------------------------|------------------------|-----------|----------------------|------|---|---------------|------------------------------------|---------------|
|            |           |                            |                        |           |                      |      |   |               |                                    |               |
|            |           |                            |                        |           |                      |      |   |               |                                    |               |
| 000,81\$   | 000,81\$  | 000,81\$                   | 000,81\$               |           |                      |      | NON-DISCOUNTABLE                        | SYAU 8        | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT |
| 0\$        | A/N       | A/N                        | INCLUDED               | INCLUDED  | EXPIRED              |      | LOCATION N/A                            | 728075943C    | TOUCHSCREEN 19 INCH LCD            |               |
| 0\$        | A/N       | A/N                        | INCLUDED               | INCLUDED  | EXPIRED              |      | LOCATION N/A                            | 112C008086    | TOUCHSCREEN 19 INCH LCD            |               |
| 0\$        | COVERED   | COVERED                    | COVERED                | A\N       | EXPIRED              |      | LOCATION N/A                            | 3XWTC01       | SMARTCR CPU PIII733 DELL           |               |
|            | EOL NOT   | EOL NOT                    | EOL NOT                |           |                      |      |   |               |                                    |               |
| 0\$        | COVERED   | COVERED                    | COVERED                | 6/17/2009 | EXPIRED              |      | A/N NOITAOOJ                            | 22C00B1       | FLASH IIP                          |               |
| οφ         | EOL NOT   | EOL NOT                    | EOL NOT                | 0007/-/0  | G 33 11 13/3         |      | V/M NOUV OOT                            | 11000111      | W 1100 /7 1                        |               |
| 0\$        | EOL NOT   | COVERED<br>COVERED         | COVERED COVERED        | 2/4/2009  | EXPIRED              |      | LOCATION N/A                            | 116LƏTH       | FLASH IIP                          |               |
| 0\$        | COVERED   | COVERED                    | COVERED                | 8002/01/9 | EXPIRED              |      | LOCATION N/A                            | 19Z9l49       | HEAJH                              |               |
|            | EOL NOT   | EOL NOT                    | EOL NOT                | 0000,0770 | 020,0/12             |      | *************************************** | 7020.00       | 211110112                          |               |
| 0\$        | COVERED   | COVERED                    | COVERED                | 8/10/2008 | EXPIRED              |      | LOCATION N/A                            | BMJGZ61       | FLASH IIP                          |               |
|            | EOL NOT   | EOL NOT                    | EOL NOT                |           |                      |      |   |               |                                    |               |
| 0\$        | COVERED   | COVERED                    | COVERED                | 8/27/2008 | EXPIRED              |      | LOCATION N/A                            | C41BK81       | FLASH IIP                          |               |
|            | EOL NOT   | EOL NOT                    | EOL NOT                |           |                      |      |   |               |                                    |               |
|            | 71/0E/90  |                            |                        |           |                      |      |   |               |                                    |               |
|            | E1/10/70  |                            |                        |           |                      |      |   |               |                                    |               |
| teo3 lstoT | ſ ЯA∃Y    | Discounted<br>Annual Price | Mormal<br>Annual Price | EOSL DATE | Warranty<br>End Date | МооЯ | Location                                | Serial Number | Description                        | Device        |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

**%0£** %0£ Total Discount

ZANYBEE HCHNDZON-CHC EXHIBIL K 4\30\30\3

EQUIPMENT LOCATION (If Different from Invoicing Information):

LOS ANGELES CA 90007 2928 SOUTH GRAND AVENUE ACLAUDE HUDSON

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|            | _                |                         |                                  |                    |      |          |               |                     | <b>Э</b> ЯАМОЯАН   |
|------------|------------------|-------------------------|----------------------------------|--------------------|------|----------|---------------|---------------------|--------------------|
|            |                  | ecessary                | *Pro Rated If N                  |                    |      |          |               |                     |                    |
| 0\$        | 0\$              |                         | 0\$                              |                    |      |          |               |                     | Software Price     |
|            |                  |                         |                                  |                    |      |          |               |                     | SOFTWARE LICENSES: |
|            |                  |                         |                                  |                    |      |          |               |                     | SOFTWARE           |
|            | <b>⊅</b> 1/0E/90 |                         |                                  |                    |      |          |               |                     | -                  |
|            | £1/10/70         |                         |                                  |                    |      |          |               |                     |                    |
| Total Cost | ↑ ЯАЭҮ           | Discounted Annual Price | IsunnA lamvoM brit<br>Price/Unit | Warranty E<br>Date | Коот | Location | Serial Number | Notes/Model/Version | Description        |

| 978\$         | 978\$              | 978\$         | \$1,200 |         |      |                   |              |                | Software & Hardware Net Price |
|---------------|--------------------|---------------|---------|---------|------|-------------------|--------------|----------------|-------------------------------|
|               |                    |               |         |         |      |                   |              |                |                               |
| 978\$         | 978\$              | 978\$         | 41,200  |         |      |                   |              |                | Hardware Price                |
|               |                    |               |         |         |      |                   |              |                |                               |
|               |                    |               |         |         |      |                   |              |                |                               |
| ZÞZ\$         | <b>ረ</b> ቱፘ\$      | <b>ረ</b> ቱፘ\$ | \$320   | EXPIRED | 2148 | Main Reading Room | 603PNKH00394 | PLANAR DOME E3 | DOME 3MP DISPLAY              |
| <b>477</b> \$ | Z <del>7</del> Z\$ | <b>7</b> 42\$ | \$320   | EXPIRED | 2148 | Main Reading Room | 603PNKH00120 | PLANAR DOME E3 | DOME 3MP DISPLAY              |
| \$352         | \$352              | \$325         | 009\$   | EXPIRED | 2148 | Main Reading Room | S2UA83503SF  | 0098WX 4H      | SYNAPSE ADVANCED WORKSTATION  |
|               |                    |               |         |         |      |                   |              |                | WORKSTATIONS & MONITORS:      |

APPLIED DISCOUNTS:
4. President & CEO Discount

**30%** 

**Total Discount** 

CK HCHND2ON-CHC EXHIBIL K 4\30\5013 EQUIPMENT LOCATION (If Different from Invoicing Information): H CLAUDE HUDSON 2928 SOUTH GRAND AVENUE LOS ANGELES CA 90007

#### EMERALD PREFERRED SERVICE AGREEMENT

| \$38 <b>;</b> 213    | \$38,513 | £13,74\$                   | <b>9</b> 40'84\$ |              |                      |              |                  |                |                                    | Met Price               |
|----------------------|----------|----------------------------|------------------|--------------|----------------------|--------------|------------------|----------------|------------------------------------|-------------------------|
|                      |          |                            |                  |              |                      |              |                  |                |                                    |                         |
|                      |          |                            |                  |              |                      |              |                  |                |                                    |                         |
|                      |          |                            |                  |              |                      |              |                  |                |                                    |                         |
| 009'+\$              | 009'7\$  | 009'7\$                    | 009'7\$          |              |                      |              | NON-DISCOUNTABLE | S DAYS         | APPLICATION LABOR @ \$2250 PER DAY | SYAD ƏNINIAЯT           |
| 019' <del>1</del> \$ | 019'7\$  | 019' <del>7</del> \$       | 004'9\$          |              | EXPIRED              | DB1          | Main Radiology   | 87305078       | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$                  | A\N      | A\N                        | INCLUDED         |              | EXPIRED              | Main Hallway | Main Radiology   | 925LIS61511K   | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A\N      | A/N                        | INCLUDED         |              | EXPIRED              | Main Hallway | Main Radiology   | 1PFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$          |              |                      | ΠBD          | DBT              | DBT            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$  | 008'9\$                    | 000,01\$         |              | EXPIRED              | Main Hallway | Main Radiology   | 9221229        | CK-IK320                           | CARBON XL READER UNIT   |
| 0\$                  | A\N      | A/N                        | INCLUDED         |              | EXPIRED              | Main Hallway | Main Radiology   | 925LIS61510K   | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A\N      | A/N                        | INCLUDED         |              | EXPIRED              | Main Hallway | Main Radiology   | 2PFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$          |              |                      | TBD          | Q8T              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| £6£,11\$             | 868,11\$ | £6£,11\$                   | \$16,275         |              | EXPIRED              | Main Hallway | Main Radiology   | 67023436       | CK IR RU362                        | XG2000 READER UNIT      |
| 019' <del>1</del> \$ | 019'7\$  | 019' <del>1</del> \$       | 004,0\$          |              | EXPIRED              | 14181        | ЕВ               | 77030915       | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$                  | A\N      | A/N                        | INCLUDED         |              | EXPIRED              | 14181        | ЕВ               | 925LIS6151209K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A\N      | A/N                        | INCLUDED         |              | EXPIRED              | 18141        | ЕВ               | GPFBCC1        | DEFF OPTIPLEX GX620                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$          |              |                      | TBD          | O8T              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$  | 008,8\$                    | 000,01\$         |              | EXPIRED              | 14181        | FR               | 66521227       | CK-IK326                           | CARBON XL READER UNIT   |
|                      |          |                            |                  |              |                      |              |                  |                |                                    |                         |
|                      | 11/08/90 |                            |                  |              |                      |              |                  |                |                                    |                         |
|                      | £1/10/70 |                            |                  |              |                      |              |                  |                |                                    |                         |
| Total Cost           | ↑ ЯA∃Y   | Discounted<br>Annual Price | Normal<br>Price  | EOSL<br>DATE | Warranty<br>End Date | Воот         | Location         | Serial Number  | Description                        | Device                  |

APPLIED DISCOUNTS:
\*Pro Rated If Necessary

30%

30%

**Total Discount** 

4. President & CEO Discount

4/30/2013 EXHIBIT K EXHIBIT K SYNAPSE

069'l\$

069'l\$

ET MONTE CA 91731

EQUIPMENT LOCATION (If Different from Invoicing Information):

EQUIPMENT LOCATION (IF DIFFER HEALTH CENTER)

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|            | _        | ecessary                | *Pro Rated If Ne            |                      |      |          |               |                     |                    |
|------------|----------|-------------------------|-----------------------------|----------------------|------|----------|---------------|---------------------|--------------------|
| 0\$        | 0\$      | 0\$                     | 0\$                         |                      |      |          |               |                     | Software Price     |
|            |          |                         |                             |                      |      |          |               |                     | SOFTWARE LICENSES: |
|            |          |                         |                             |                      |      |          |               |                     | SOFTWARE           |
|            | b1/0E/90 |                         |                             |                      |      |          | <u>'</u>      |                     | _                  |
|            | £1/10/70 |                         |                             |                      |      |          |               |                     |                    |
| Total Cost | YEAR 1   | Discounted Annual Price | Normal Annual<br>Price/Unit | Warranty End<br>Date | Воот | Location | Serial Number | nois¹aV\JaboM\zəĵoM | Description        |

| 699\$ | 699\$ | 699\$ | 096\$ | EXPIRED | 2140 | Main Radiology | 3003840     | BARCOMED CORONIS UVIDIA QUADRO FX3700 | BARCO 3MP DISPLAY            |
|-------|-------|-------|-------|---------|------|----------------|-------------|---------------------------------------|------------------------------|
| 699\$ | 699\$ | 699\$ | 096\$ | EXPIRED | 2140 | Main Radiology | 3003851     | BARCOMED CORONIS NVIDIA QUADRO FX3700 | BARCO 3MP DISPLAY            |
| \$352 | \$325 | \$325 | 009\$ | EXPIRED | 2140 | Main Radiology | S2UA83503SJ | 0098WX 4H                             | SYNAPSE ADVANCED WORKSTATION |
|       |       |       |       |         |      |                |             |                                       | WORKSTATIONS:                |

Software & Hardware Net Price

Hardware Price

**HARDWARE** 

4. President & CEO Discount

APPLIED DISCOUNTS:

**30%** 

069'l\$

069'l\$

**Total Discount** 

\$5,400

\$5,400

069'l\$

069'l\$

ETWONTE-CHC EXHIBIT K CR CR EL MONTE CAPTION (If Different from Invoicing Information): 10593 RAMONA BOULEVARD
MONTE CA 91731

# EMERALD PREFERRED SERVICE AGREEMENT

| £34,953    | £34,953              | £36,7£\$            | 9 <b>८</b> 1,68\$ |      |                     |              |                  |                |                                    | Net Price               |
|------------|----------------------|---------------------|-------------------|------|---------------------|--------------|------------------|----------------|------------------------------------|-------------------------|
|            |                      |                     |                   |      |                     |              |                  |                |                                    |                         |
|            |                      |                     |                   |      |                     |              |                  |                |                                    |                         |
|            |                      |                     |                   |      |                     |              |                  |                |                                    |                         |
|            |                      |                     |                   |      |                     |              |                  |                |                                    |                         |
| 009Ԡ\$     | 009'7\$              | 009Ԡ\$              | 009Ԡ\$            |      |                     |              | NON-DISCOUNTABLE | 2 DAYS         | APPLICATION LABOR @ \$2250 PER DAY | SYAD ƏNINIAЯT           |
| 0\$        | A/N                  | A\N                 | INCLUDED          |      | EXPIRED             | A6212        | Main Radiology   | 925LIS6263082K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | A\N                  | A\N                 | INCLUDED          |      | EXPIRED             | A921S        | Main Radiology   | JRFBCC1        | DELL OPTIPLEX GX620                | dII                     |
| 0\$        | FREE                 | 000,6\$             | 009'9\$           |      |                     | TBD          | Q8T              | TBD T          | FLASH IIP UPGRADE to FDX           |                         |
| 811,393    | 866,11\$             | £6£'11\$            | \$16,275          |      | EXPIRED             | Main Hallway | Main Radiology   | 67223622       | CK IR RU362                        | XG2000 READER UNIT      |
| 019'7\$    | 019' <del>1</del> \$ | 019'7\$             | 004'9\$           |      | EXPIRED             | 2135         | Main Radiology   | 78305079       | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$        | A/N                  | A/N                 | INCLUDED          |      | EXPIRED             | 2135         | Main Radiology   | 925LIS6263083K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 057,1\$    | 094,1\$              | 094,1\$             | \$5,500           |      | EXPIRED             | 2135         | Main Radiology   | JTFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| 000,6\$    | 000,6\$              | 000,6\$             | 009'9\$           |      |                     | TBD          | QBT              | TBD            | FLASH IIP UPGRADE to FDX           |                         |
| 0\$        | A\N                  | A\N                 | INCLUDED          |      | EXPIRED             | 2132         | Main Radiology   | 925LIS6263089K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | A/N                  | A/N                 | INCLUDED          |      | EXPIRED             | 2132         | Main Radiology   | 8ZE8CC1        | DEFF OPTIPLEX GX620                | dll                     |
| 0\$        | FREE                 | 000,6\$             | 009'9\$           |      |                     | TBD          | Q8T              | O8T            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$    | 008'9\$              | 008'9\$             | 000,01\$          |      | EXPIRED             | 2132         | Main Radiology   | 67222764       | CK-IK326                           | CARBON XL READER UNIT   |
|            |                      |                     |                   |      |                     |              |                  |                |                                    |                         |
|            | b1/0E/90             |                     |                   |      |                     |              |                  |                |                                    |                         |
|            | £1/10/70             |                     |                   |      |                     |              |                  |                | <u> </u>                           |                         |
| Total Cost | ſ ЯA∃Y               | Discounted<br>Price | Normal<br>Price   | DATE | Warranty En<br>Date | Воот         | Location         | Serial Number  | Description                        | Device                  |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

**30%** 

**Total Discount** 

**SYNAPSE ERROYBAL-CHC EXHIBIT K** 4/30/2013

**LOS ANGELES CA 90022** 245 SOUTH FETTERLY AVENUE SECOND FLOOR EDWARD R ROYBAL COMPREHENSIVE HEALTH CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

# EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| 0\$        | 0\$      | 0\$                     | 0\$                         |          |      |          |               |                     | Software Price     |
|------------|----------|-------------------------|-----------------------------|----------|------|----------|---------------|---------------------|--------------------|
|            |          |                         |                             |          |      |          |               |                     | SOFTWARE LICENSES: |
|            |          |                         |                             |          |      |          |               |                     | SOFTWARE           |
|            | tl/0E/90 |                         | ·                           | <u> </u> |      |          |               |                     | •                  |
|            | £1/10/70 |                         |                             |          |      |          |               |                     |                    |
| Total Cost | ↑ ЯАЭҮ   | Discounted Annual Price | Normal Annual<br>Price/Unit | Date     | МооЯ | Location | Serial Number | Notes/Model/Version | Descuibtion        |

| 978\$         | 978\$       | 978\$         | \$1,200 |         |      |                   |              |                | Software & Hardware Net Price |
|---------------|-------------|---------------|---------|---------|------|-------------------|--------------|----------------|-------------------------------|
| 978\$         | 978\$       | 978\$         | 00Z'l\$ |         |      |                   |              |                | Hardware Price                |
|               |             |               |         |         |      |                   |              |                |                               |
|               |             |               |         |         |      |                   |              |                |                               |
| Z7Z\$         | Z7Z\$       | Z7Z\$         | 098\$   | EXPIRED | 1283 | Main Reading Room | 601PNKH00295 | PLANAR DOME E3 | DOME 3MP DISPLAY              |
| <b>ረ</b> ቱሪ\$ | <b>4547</b> | <b>ረ</b> ቱፘ\$ | \$320   | EXPIRED | 1283 | Main Reading Room | 601PNKH00304 | PLANAR DOME E3 | DOME 3MP DISPLAY              |
| \$325         | \$325       | \$325         | 009\$   | EXPIRED | 1283 | Main Reading Room | 22UA83308CK  | 0098WX 4H      | SYNAPSE ADVANCED WORKSTATION  |
|               |             |               | •       |         |      |                   |              |                | WORKSTATIONS:                 |
|               |             |               |         |         |      |                   |              |                | ЭЯАМОЯАН                      |

APPLIED DISCOUNTS:

4. President & CEO Discount

30% 30% **Total Discount** 

СК **ERROYBAL-CHC EXHIBIT K** 4/30/2013

**LOS ANGELES CA 90022** 245 SOUTH FETTERLY AVENUE SECOND FLOOR EDWARD R ROYBAL COMPREHENSIVE HEALTH CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD PREFERRED SERVICE AGREEMENT

| 014,6S\$             | 014,62\$ | 01 <del>1</del> ,85\$      | 007'09\$        |      |                      |      |                  |                |                                    | Net Price               |
|----------------------|----------|----------------------------|-----------------|------|----------------------|------|------------------|----------------|------------------------------------|-------------------------|
|                      |          |                            |                 |      |                      |      |                  |                |                                    |                         |
|                      |          |                            |                 |      |                      |      |                  |                |                                    |                         |
|                      |          |                            |                 |      |                      |      |                  |                |                                    |                         |
| 009'7\$              | 009'7\$  | 009'7\$                    | 009'7\$         |      |                      |      | NON-DISCOUNTABLE | 2 DAYS         | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT           |
| 0\$                  | A/N      | A/N                        | INCLUDED        |      | EXPIRED              | 1285 | Main Radiology   | 925LIS6172132K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N      | A/N                        | INCLUDED        |      | EXPIRED              | 1285 | Main Radiology   | SNFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$         |      |                      | ΠBD  | TBD              | TBD            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$  | 008'9\$                    | 000,01\$        |      | EXPIRED              | 1285 | Main Radiology   | 67222745       | CK-IK326                           | CARBON XL READER UNIT   |
| 019' <del>1</del> \$ | 019'7\$  | 019'7\$                    | 007'9\$         |      | EXPIRED              | 1257 | Main Radiology   | 4730507a       | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$                  | A/N      | A/N                        | INCLUDED        |      | EXPIRED              | 1257 | Main Radiology   | 925LIS6172134K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N      | A/N                        | INCLUDED        |      | EXPIRED              | 1257 | Main Radiology   | 9NFBCC1        | DELL OPTIPLEX GX620                | dII                     |
| 0\$                  | FREE     | 000,£\$                    | 009'9\$         |      |                      | ΠBD  | TBD              | TBD            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$  | 008'9\$                    | 000,01\$        |      | EXPIRED              | 1257 | Main Radiology   | 57222747       | CK-IK326                           | CARBON XL READER UNIT   |
| 0\$                  | A/N      | ∀/N                        | INCLUDED        |      | EXPIRED              | 1257 | Main Radiology   | 925LIS6172133K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N      | ∀/N                        | INCLUDED        |      | EXPIRED              | 1257 | Main Radiology   | 1KFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$         |      |                      | QBT  | TBD              | TBD            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$  | 008,9\$                    | 000,01\$        |      | EXPIRED              | 1257 | Main Radiology   | 67222746       | CK-IK326                           | CARBON XL READER UNIT   |
|                      |          |                            |                 |      |                      |      |                  |                |                                    |                         |
|                      | b1/0E/90 |                            |                 |      |                      |      |                  |                |                                    |                         |
|                      | £1/10/70 |                            |                 |      |                      |      |                  |                |                                    |                         |
| teo3 lstoT           | 1 AA∃Y   | Discounted<br>Annual Price | Mormal<br>Price | EOSL | Warranty<br>End Date | Воот | Location         | Serial Number  | Description                        | Device                  |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

30%

30%

**Total Discount** 

.Σ.ν

ВАИСНО **EXHIBIT K** 4/30/2013

192,8

\$1,505

129,1\$

129,1\$

\$282

901\$

192'9\$

\$1,505

129,1\$

129,1\$

\$282

901\$

192'9\$

\$1,505

129,1\$

129,1\$

\$282

901\$

\$8,215

\$2,150

\$5,300

\$5,300

007\$

091\$

3/17/2019

EXPIRED

EXPIRED

EXPIRED

EXPIRED

EXPIRED

EXPIRED

Data Center

162

162

162

162

Basement

Main Radiology

Main Radiology

Main Radiology

Main Radiology

**DOMNEX CA 90242** YAWHƏIH JAIRƏYMI TRAƏ 1007 RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

EMC SAN STORAGE

DIRECT ATTACHED STORAGE - DELL

:30AAOT2

BARCO 5MP DISPLAY

BARCO 5MP DISPLAY

NEC 20" 1600X1200 FLAT PAUEL MONITOR

SYNAPSE ADVANCED WORKSTATION

| Total Cos                  | ↑ ЯА∃Ү                | Discounted     | Normal Annual                | EOSL         |                      |             |                     | W 1-10                        |                            |                                      |
|----------------------------|-----------------------|----------------|------------------------------|--------------|----------------------|-------------|---------------------|-------------------------------|----------------------------|--------------------------------------|
|                            |                       | Annual Price   | Price/Unit                   | <b>BTA</b> D | Warranty End<br>Date | Коот        | Location            | # Serial                      | Notes/Model/Version        | Description                          |
|                            | \$1/0E/90<br>E1/10/20 |                |                              |              |                      |             |                     |                               |                            |                                      |
|                            |                       |                |                              |              |                      |             |                     |                               |                            | SOFTWARE                             |
|                            |                       |                |                              |              |                      |             |                     |                               |                            | SOFTWARE LICENSES:                   |
| -                          | 1                     |                |                              |              |                      | <del></del> |                     |                               |                            | SYNAPSE S/N: SY-01-102229700-53      |
| 008,818                    | 008,91\$              | 008,81\$       | \$24,000                     |              | EXPIRED              | <del></del> |                     |                               | 25,000 STUDIES PER YEAR    | SYNAPSE PACS ANNUAL STUDY VOLUME     |
| \$2,240                    | \$2,240               | \$2,240        | \$3,200                      |              | EXPIRED              |             |                     |                               |                            | SW CLUSTER FOR THE ORACLE DBASE      |
| 002\$                      | 002\$                 | 002\$          | 000,1\$                      |              | EXPIRED              |             |                     |                               |                            | ORACLE FAILSAFE SOFTWARE             |
|                            |                       |                |                              |              |                      |             |                     |                               |                            |                                      |
|                            | 1                     |                | 1                            | 1            | <u> </u>             |             | 1                   | L. L.                         |                            | НЕКАКСНА МАИА ВЕМЕИТ ЗО ГТ ТАКЕ:     |
| 000'2\$                    | 000'2\$               | 000'2\$        | 000,01\$                     |              | EXPIRED              |             |                     |                               | at r                       | DISKXLENDEB FICENSE                  |
| UV 2 3C\$                  | 01/2 96\$             | 01/2 90\$      | ¢38 300                      |              |                      |             |                     |                               |                            | enisa esemting                       |
| 0p <b>Z</b> '9 <b>Z</b> \$ | 0 <del>7</del> 26,740 | \$26,740       | \$38,200<br>*Pro Rated If Ne |              |                      |             |                     |                               |                            | Software Price                       |
|                            |                       | (magaa         |                              |              |                      |             |                     |                               |                            | ВЗАМОЯАН                             |
|                            |                       |                |                              |              |                      |             | •                   | ·                             |                            | SERVERS:                             |
| \$1,365                    | 396,1\$               | \$1,365        | 096'\\$                      | 7/16/2017    | EXPIRED              | Data Center | Basement            | 6T3KHN1                       | POWEREDGE R610 RACK SERVER | DELL POWEREDGE 2U RACK SERVER        |
| 090,1\$                    | 050,1\$               | 090,1\$        | 005,1\$                      |              | EXPIRED              | Data Center | Basement            | 9MCM091                       | POWEREDGE 1850             | DELL POWEREDGE 10 RACK SERVER        |
|                            |                       |                |                              |              |                      |             |                     |                               |                            |                                      |
| \$1,260                    | \$1,260               | 092,1\$        | 008,1\$                      |              | EXPIRED              | Data Center | Basement            | BSC2101                       | POWEREDGE 2850             | DEFF BOMEKEDGE SOUR SEKVER           |
| \$1,260                    | 1,260                 | 1,260          | 008,1\$                      |              | EXPIRED              | Data Center | Basement            | 1611516                       | POWEREDGE 2850             | DEFT POWEREDGE 2U RACK SERVER        |
|                            | 1                     |                |                              |              |                      |             |                     |                               |                            | -240THOM & SHOTTATSAGOM              |
|                            |                       |                |                              | 5700/27/0    | 535,6/13             | 03,         | 1 5                 | 70.02/                        | 333211010101010            | WORKSTATIONS & MONITORS:             |
| 901\$                      | 901\$                 | 901\$          | 091\$                        | 3/17/2019    | EXPIRED              | 120         | Main Radiology      | ISTOZXI                       | DEFT BEKING 12200          | SYNAPSE ADVANCED WORKSTATION         |
| \$282                      | 282\$                 | 282\$          | 007\$                        |              | EXPIRED              | 120         | Main Radiology      | AY01180199                    | NEC WITTIGKNC LCD 2090UXI  | MEC 20" 1600X1200 FLAT PANEL MONITOR |
| \$282                      | \$282                 | 282\$          | 001/\$                       | 5700/27/6    | EXPIRED              | 120         | Main Radiology      | AY02180199                    | NEC WOLLISANC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$                      | 901\$                 | 901\$          | 091\$                        | 3/17/2019    | EXPIRED              | A031        | Main Radiology      | 66108113VA                    | DELL PRECISION T5500       | SYNAPSE ADVANCED WORKSTATION         |
| \$282                      | 282\$                 | 282\$          | \$300                        | -            | EXBIBED              | 150A        | Main Radiology      | 4451180195<br>66108113YA      | NEC WOLTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 742\$                      | ZVC\$                 | Z72\$          | \$320                        |              | EXPIRED              | A021        | Main Radiology      | 203BNKH000466<br>702PNKH00065 | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 742\$                      | 742\$                 | 27Z\$          | \$320                        | 3/17/2019    | EXBIBED              | Aoar        | Main Radiology      | 202PNKH00166                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 901\$                      | 901\$                 | 901\$          | 007\$                        | 6107/11/0    | EXBIBED              | 791         | Main Radiology      | ELYPNS1                       | DEFT BESCISION 12200       | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| \$282                      | \$282<br>\$247        | \$282<br>287\$ | 092\$<br>\$400               | -            | EXPIRED<br>EXPIRED   | †9l         | Main Radiology      | 601PNKH00133<br>66108104YA    | NEC WULTISYNC LCD 2090UXI  | DOME 3MP DISPLAY                     |
| 742\$                      | 742\$                 | 742\$          | \$320                        | -            | EXPIRED              | †91         | Main Radiology      | 601PNKH00519                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 901\$                      | 901\$                 | 901\$          | \$120                        | 3/17/2019    | EXPIRED              | †9l         | Main Radiology      | 3QD0MS1                       | DEFT BRECISION 12900       | SYNAPSE ADVANCED WORKSTATION         |
| \$282                      | \$282                 | \$282          | 001\$                        | 0107/11:5    | EXPIRED              | 191         | Main Radiology      | AY80180199                    | NEC WOLTISYNG LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 752¢                       | Z77\$                 | 752\$          | \$320                        |              | EXPIRED              | 191         | Main Radiology      | 601PNKH00085                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 74Z\$                      | 74Z\$                 | 742\$          | \$320                        |              | EXPIRED              | 191         | Main Radiology      | 601PNKH00502                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 901\$                      | 901\$                 | 901\$          | \$120                        | 3/17/2019    | EXPIRED              | AS91        | Main Radiology      | 3QD0MS1                       | DEFT BRECISION 12200       | SYNAPSE ADVANCED WORKSTATION         |
| \$282                      | \$282                 | \$282          | 00†\$                        |              | EXPIRED              | AS91        | Main Radiology      | AYE0180199                    | NEC WNTLISANC FCD 5080NXI  | VEC 20" 1600X1200 FLAT PAUEL MONITOR |
| 747\$                      | 742\$                 | 742\$          | \$320                        |              | EXPIRED              | AS91        | Main Radiology      | 602PNKH00188                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
| 742\$                      | 742\$                 | 742\$          | \$320                        |              | EXPIRED              | AS91        | Main Radiology      | 602PNKH00069                  | PLANAR DOME E3             | DOME 3MP DISPLAY                     |
|                            | 901\$                 | 901\$          | 091\$                        | 6102/21/8    | EXBIBED              | 1 (70)      | (60,0,000,1,1,001,1 | 000001111111700               | 07 7 10 6 1 1 4 1 7 1      |                                      |

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ВОСТГМ1

1890034441

1890034417

AY02200172

ISTHZXI

EMC QUOTE# 1002915797 - SAN ARRAY

DELL POWERVAULT MD1000

5MP MEDICAL FLAT GRAYSCALE DISPLAY

**2MP MEDICAL FLAT GRAYSCALE DISPLAY** 

NEC MULTISYNC LCD 2090UXI

DELL PRECISION T5500

**SYNAPSE** ВАИСНО

**EXHIBIT K** 

30%

30%

**Total Discount** 

DOMNEX CV 30545 YAWHƏIH JAIRƏYMI TZAƏ 1007 **EVALCHO LOS AMIGOS NATIONAL REHABILITATION CENTER** EQUIPMENT LOCATION (If Different from Invoicing Information):

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

4. President & CEO Discount APPLIED DISCOUNTS:

| 611'ZZ\$   | 611'ZZ\$               | 629'09\$                | \$12,315                    |            |                      |             |          |              |                               | Software & Hardware Net Price              |
|------------|------------------------|-------------------------|-----------------------------|------------|----------------------|-------------|----------|--------------|-------------------------------|--|
| 011 223    | 011223                 | 029 09\$                | 316 672                     |            |                      |             |          |              |                               | opiad told promback & promitted            |
| 646,02\$   | 646,0379               | \$23,939                | \$34,115                    |            |                      |             |          |              |                               | Hardware Price                             |
| 975,440    | 044,02\$               |                         |                             |            |                      |             |          |              |                               | CV FOR RANCHO LOS AMIGOS (NONDISCOUNTABLE) |
|            |                        |                         |                             |            |                      |             |          |              |                               | CARDIOVASCULAR                             |
| 026'8\$    | \$3,920                | 026,8\$                 | 009'9\$                     |            | EXPIRED              |             |          | 361522       | AIDAR DIAGNOSTIC PRO ADANTAGE | DIGITIZER - VIDAR                          |
|            |                        |                         |                             |            |                      |             |          |              |                               | DIGITIZERS:                                |
| 0\$        | COVERED<br>EOL NOT     | COVERED<br>EOL NOT      | СОЛЕВЕР<br>ЕОГ ИОТ          | 12/29/2010 | EXPIRED              | Data Center | Basement | 313465BE1805 | POWERVAULT 132T LTO-2         | DEFT DTL TAPE BACK UP                      |
| 0\$        | COVERED                | COVERED<br>EOL NOT      | COVERED<br>EOL NOT          | 12/29/2010 | EXPIRED              | Data Center | Basement | 818D481      | DELL POWERVAULT 122T          | DELL DLT TAPE BACK UP                      |
|            | 2011 102               | 2011 102                | 1011 102                    |            |                      |             |          |              |                               | TAPE LIBRARY DEVICES:                      |
|            | \$1/08/90<br>\$1/10/20 |                         |                             |            |                      |             |          |              |                               |  |
| Total Cost | YEAR 1                 | Discounted Annual Price | IsunnA IsmroM<br>tinU\eoir9 | EOSL       | Warranty End<br>Date | Воот        | Location | # Serial #   | nois19V/l9boM/s930M           | Description                                |

\*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

4/30/2013 EXHIBIT K CR CR DOMNEY CA 90242
7601 FMENT LOCATION (If Different from Invoicing Information):
EQUIPMENT LOCATION (IF Different from Invoicing Information):

# EMERALD PREFERRED SERVICE AGREEMENT

| 968'97\$   | 968'97\$        | 96£'49\$                   | 09t'l6\$               |              |                      |              |                  |               |                                    | Met Price               |
|------------|-----------------|----------------------------|------------------------|--------------|----------------------|--------------|------------------|---------------|------------------------------------|-------------------------|
|            |                 |                            |                        |              |                      |              |                  |               |                                    |                         |
|            |                 |                            |                        |              |                      |              |                  |               |                                    |                         |
| 009'7\$    | 009Ԡ\$          | 009Ԡ\$                     | 009Ԡ\$                 |              |                      |              | NON-DISCOUNTABLE | 2 DAYS        | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT           |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 243.1        | SURGERY          | A09C010488    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 243.1        | SURGERY          | 3€Ø05₽1       | DELL OPTIPLEX GX745                | dll                     |
| 0\$        | FREE            | 000,6\$                    | 009'9\$                |              |                      | TBD          | Q8T              | Q8T           | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$    | 008,8\$         | 008,8\$                    | 000,11\$               | 3/31/2015    | EXPIRED              | 243.1        | SURGERY          | 26834466      | CK-IK 346RU                        | SMART CR                |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | YAWJJAH NIAM | MAIN RADIOLOGY   | 112C008075    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | YAWJJAH NIAM | MAIN RADIOLOGY   | 8C6TYQ1       | DELL OPTIPLEX GX780                | dll                     |
| 0\$        | FREE            | 000,6\$                    | 009'9\$                |              |                      | ΠBD          | QBT              | Q8T           | FLASH IIP UPGRADE to FDX           |                         |
| 868,11\$   | 811,393         | 868,11\$                   | \$16,275               |              | EXPIRED              | YAWJJAH NIAM | MAIN RADIOLOGY   | 86224772      | CK IR RU362                        | XG2000 READER UNIT      |
| 019'7\$    | 019,48          | 019'7\$                    | 007'9\$                |              | EXPIRED              | 160          | MAIN RADIOLOGY   | 26830324      | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 160          | MAIN RADIOLOGY   | 112C008221    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 160          | MAIN RADIOLOGY   | GSQJMG1       | DELL OPTIPLEX GX755                | dll                     |
| 0\$        | FREE            | 000,6\$                    | 009'9\$                |              |                      | TBD          | DBT              | Q8T           | FLASH IIP UPGRADE to FDX           |                         |
| 811,393    | 811,393         | £6£,11\$                   | \$16,275               |              | EXPIRED              | 160          | MAIN RADIOLOGY   | 2822287       | CK IR RU362                        | XG2000 READER UNIT      |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 69 l         | MAIN RADIOLOGY   | 115C008120    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | ∀/N             | A/N                        | INCLUDED               |              | EXPIRED              | 69 l         | MAIN RADIOLOGY   | 396ZR81       | DELL OPTIPLEX GX620                | dll                     |
| 0\$        | FREE            | 000,6\$                    | 009'9\$                |              |                      | O8T          | QBT              | Q8T           | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$    | 008'9\$         | 008'9\$                    | 000,11\$               | 3/31/2015    | EXPIRED              | 69 l         | MAIN RADIOLOGY   | 29834462      | CK-IK 346RU                        | SMART CR                |
|            |                 |                            |                        |              |                      |              |                  |               |                                    |                         |
|            | <b>⊅1/0€/90</b> |                            |                        |              |                      |              |                  |               |                                    |                         |
|            | £1/10/70        |                            |                        |              |                      |              |                  |               |                                    |                         |
| Total Cost | YEAR 1          | Discounted<br>Annual Price | Normal<br>Annual Price | EOSL<br>DATE | Warranty<br>End Date | Воот         | Location         | Serial Number | Description                        | Device                  |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

30%

30%

**Total Discount** 

SYNAPSE

ΟΓΙΛΕΛΙΕΜ

SYLMARY LOCATION (If Different from Invoicing Information): OLIVE VIEW UCLA MEDICAL CENTER
14445 OLIVE VIEW DRIVE
14445 OLIVE VIEW DRIVE

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|            |           | cessary                    | *Pro Rated If Ne     |                      |      |              |               |                                      |                                  |
|------------|-----------|----------------------------|----------------------|----------------------|------|--------------|---------------|--------------------------------------|----------------------------------|
| 811,701\$  | 811,701\$ | 811,701\$                  | \$123,025            |                      |      |              |               |                                      | Software Price                   |
|            |           |                            |                      |                      |      |              |               |                                      |                                  |
| 876,6\$    | 876,6\$   | 876,6\$                    | \$4,825              | EXPIRED              |      |              | 8Z960EH       | DISKXTENDER FOR WINDOWS 15TB CLUSTER | DISKXLENDEB FICENSE              |
|            |           |                            |                      |                      |      |              |               |                                      | HIERARCHAL MANAGEMENT SOFTWARE:  |
| 002\$      | 004\$     | 002\$                      | 000,1\$              | EXPIRED              |      |              |               |                                      | ORACLE FAILSAFE SOFTWARE         |
| \$2,240    | \$2,240   | \$2,240                    | 002,8\$              | EXPIRED              |      |              |               |                                      | SW CLUSTER FOR THE ORACLE DBASE  |
| \$100,800  | 008,001\$ | 008,001\$                  | 000,441\$            | EXPIRED              |      |              |               | 150,000 STUDIES PER YEAR             | SYNAPSE PACS ANNUAL STUDY VOLUME |
|            |           |                            |                      |                      |      |              |               |                                      | SYNAPSE S/N: SY-01-07210200      |
|            |           |                            |                      |                      |      |              |               | · ·                                  | SOFTWARE LICENSES:               |
|            |           |                            |                      |                      |      |              |               |                                      | SOFTWARE                         |
|            | b1/0E/90  |                            |                      |                      |      |              |               | •                                    |                                  |
|            | £1/10/70  |                            |                      |                      |      | <del>_</del> |               |                                      |                                  |
| Total Cost | ſ ЯA∃Y    | Discounted<br>Annual Price | FOSL DATE Price/Unit | Warranty End<br>Date | Воот | Location     | Serial Number | nois19V/JeboM/se30M                  | Description                      |

| 9.24 P. O. 19.10 P. D. 19.10 P  | SYNAPSE ADVANCED /     |
|---|------------------------|
| March   Marc  | BARCO 4MP D            |
| NAMED MORRELING DEFT MERCENON 1990    | SYNAPSE ADVANCED       |
| Proceedings   Process   | BARCO 4MP D            |
| 299 (299 100   2  |                        |
| Part   | BARCO 3MP D            |
| The part   |                        |
| 901\$ 901\$ 901\$ 901\$ 001\$ 001\$ 0010\$ | BARCO 3MP D            |
| Page   | NEC 20" 1600X1200 FLAT |
| SOURCE   S  | dll                    |
| Ib   DET OALINETE KORSO   ROCA   RO  | BARCO 3MP DI           |
| CO 39 IN DISTATA         39 IN EVAL (MARCYTE DISTANT, 1 & DISTALY, 1 & DISTANT, 2 & DISTANT, 2 & DISTANT, 3 & DISTA   | NEC 20" 1600X1200 FLAT |
| 20.00   P.  | dll                    |
| CO-QHAD DIRENTAL         QHAD DIRECTOR WED/OFT COTOR DIRENTAL         1104000 ENABRED         81/100         82.00         82.00           CO-QHAD DIRENTAL         QHAD WED/OFT COTOR DIRENTAL         1880/01/24 (2014)         PROPER CONTRACTOR WED/OFT COTOR DIRENTAL WED/OFT COTOR DIRENTAL WED/OFT COTOR DIRENTAL WED/OFT COTOR DIRENTAL WED/OFT  | BARCO 3MP DI           |
| Deff Hestorion (1970)   Def   | NEC 20" 1600X1200 FLAT |
| 7.20 4HD DERLY A WIDE RICHOW MEDICYT COTON DIGITY A WIDE RICHOW AND COTON DIGITY A WIDE RICHOW REDICYT COTON DIGITAL REDICYT COTON DIGITAL REDICYT COTON REDICYT R   | BARCO 4MP DI           |
| NAMERON DOMESTALION   DETERDECISION 1.000   T.SCLYAH   PUBBOON   T.SC   | SYNAPSE ADVANCED       |
| CO 9Mb DRB/FYA         We LRBIOW COTOK DRB/FYA         1800303141         ΠIBBSONIU RIKE         EXhIRED         (21.10  | BARCO 4MP DI           |
| Def   | SYNAPSE ADVANCED       |
| ΟΤΑΙΝΟΙΟΝΕΙΟΙΑΝΗ         ΦΗΝΕΙΟΙΟΝ ΜΕΙΟΙΟΥ ΓΟΟΤΟΚΙ DISTAN         1890/30/18/30         1111-18         EXMIRED         18/11/00         21/10  | BARCO 4MP DI           |
| 0.0000 0.0000 0.000000  | SYNAPSE ADVANCED       |
| CO 4MP DISPLAY.  4MP ENCION MEDICYC COTOR DISPLAY.  1880314030  MARKEDER SENARE  DETER PRECISION 13400  MARKEDER PRECISION 134  | BARCO 4MP D            |
| 1300 FLAT PAMEL MONITORS (1576 51,570 25,20) 41,120 EXPIRED (17,00) 11,120 EXPIRED (17,00)   | SYNAPSE ADVANCED       |
| ACHICLD MONKRIATION  DEFT BASCOISON 13400  H38B1H1  NONCHEPGE ERKAEK  DEFT BASCO  TYSDACI  SENAR ROW  1013  EXHIBED  RYLYDORS  DEFT BASCO  TYSDACI  SENAR ROW  1013  EXHIBED  RYLYDORS  RYLYDORS  DEFT BASCO  TYSDACI  SENAR ROW  1013  EXHIBED  RYLYDORS  RYLY   | BARCO 4MP D            |
| Mainchign   Main  | NEC 20" 1600X1200 FLAT |
| 1975   1976   | SYNAPSE ADVANCED       |
| MITCHISAN   MORREDGE SERVER   DELL PE 1960   JUNYH1   Servet Room   10132   EXPIRED   S.2.160   \$1,506   \$1,5   | WORKSTATIONS &         |
| MITCHISAN   MORREDGE SERVER   DELL PE 1960   JUNYH1   Servet Room   10132   EXPIRED   S.2.160   \$1,506   \$1,5   |                        |
| 19.13   19.14   19.14   19.15   19.1  |                        |
| TACHI SAN   |                        |
| 57.16   57.1  |                        |
| 576.14   5  |                        |
| 57.6     |                        |
| 10132   1013  |                        |
| 57.1   57.2   |                        |
| 576,     |                        |
| SAPERDGE SERVER   SAPE   SAPER   SAP  |                        |
| TACHI SAN   TACH  |                        |
| HITACHI SAN Y1JACHI SAN PILOSON SALOPRIN SAN PILOSON SALOPRI SANOR SANOR ROOM TO SALOPRO SALOP  |                        |
| ATJECHI SAN Y1DECHI SAN X1DECHI SAN X1DECH  |                        |
| HITACHI SAN Y1JACHI SAN Y1JACH  |                        |
| 373,12 375,12 37  |                        |
|   |                        |
| 375-DF700-RKAJAT-57024120 Server Room 1D132 EXPIRED \$2,260 \$1,575 \$1,575 \$1,575   |                        |
| SERVERS:  SERVER  |                        |

SYNAPSE

ΟΓΙΛΕΛΙΕΜ

**EXHIBIT K** 

SYLMAR CA 91342 14442 OFINE NIEM DBINE OTIVE VIEW UCLE MEDICAL CENTER EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| 23,920         | 026'8\$                 | 076'8\$                    | 009'9\$                                |            | EXPIRED              | SD139                      | File Management Library            | 340443                  | VIDAR DIAGNOSTIC PRO ADVANTAGE   | DIGITIZER - VIDAR   |
|----------------|-------------------------|----------------------------|--|------------|----------------------|----------------------------|------------------------------------|-------------------------|----------------------------------|---|
|                |                         |                            |  |            |                      |                            |                                    |                         |                                  | DIGITIZERS:   |
|                |                         |                            | 1                                      |            |                      |                            |                                    |                         |                                  |   |
| 0\$            | ∀/N                     | INCLUDED                   | INCLUDED                               |            | EXPIRED              | SD139                      | File Management Library            | BXØ6LC1                 | DEFF OPTIPLEX 745                | PACSCUBE WORKSTATION                                      |
| <b>Z98\$</b>   | <b>498</b> \$           | \$1,225                    | 094,1\$                                | 12/31/2013 | EXPIRED              | SD139                      | File Management Library            | 20028090                | DATCARD PACSCUBE EXPRESS 100X    | DATCARD PACSCUBE  |
| 0\$            | A/N                     | INCLUDED                   | INCLUDED                               |            | EXPIRED              |                            | ВE                                 | 8YQ44D1                 | DELL OPTIPLEX 745                | PACSCUBE WORKSTATION                                      |
| <b>∠98</b> \$  | <b>298</b> \$           | \$1,225                    | 097,1\$                                | 12/31/2013 | EXPIRED              |                            | FR                                 | 10027537                | DATCARD PACSCUBE EXPRESS 100X    | DATCARD PACSCUBE  |
|                |                         |                            |  |            |                      |                            |                                    |                         |                                  | PACSCUBES:  |
|                |                         |                            |  |            |                      |                            |                                    |                         |                                  |   |
| \$1,505        | \$1,505                 | 303,1\$                    | \$2,150                                | 8/28/2015  | EXPIRED              | 1D132                      | Server Room                        | 70VJCH1                 | DELL POWERVAULT MD1000           | DIRECT ATTACHED STORAGE - DELL                            |
| 0\$            | ∀/N                     | INCLUDED                   | INCLUDED                               |            | EXPIRED              | 1D132                      | Server Room                        | 10000-1000-9072519      | HITACH HDS WMS100                | HITACH SAN STORAGE  |
| 867,01\$       | 867,01\$                | 867,01\$                   | \$15,425                               |            | EXPIRED              | 1D132                      | Server Room                        | 73061212                | HITACH HDS AMS200                | HITACH SAN STORAGE  |
|                |                         | r                          | 1                                      | , ,        |                      |                            |                                    |                         |                                  | :35ARGE:  |
|                |                         |                            |  |            |                      |                            |                                    |                         |                                  |   |
| \$325<br>\$325 | \$325<br>\$362          | \$325<br>\$325             | 009\$<br>009\$                         |            | EXPIRED              | MRI Trailer<br>MRI Trailer | UCLA IMAGING CTR                   | S20K4USS<br>S2UA9230Z4L | HP XW8600 WORKSTATION            | SYNAPSE ADVANCED WORKSTATION SYNAPSE ADVANCED WORKSTATION |
| 044\$          | 0278                    | 047\$                      | 001,1\$                                |            | EXBIBED              | 2D171<br>MRI Trailer       | Muclear Med RR<br>UCLA IMAGING CTR | 1890210291              | 4MP FUSION MEDICAL COLOR DISPLAY | BARCO 4MP DISPLAY   |
| 0\$            | COVERED                 | COVERED                    | COVERED                                |            | EXPIRED              | 2D120                      | General Reading Room               | 206PNKD00365            | PLANAR DOME C3I                  | DOME 3MP DISPLAY  |
|                | EOL NOT                 | EOL NOT                    | EOL NOT                                |            |                      |                            |                                    |                         |                                  |   |
| 0\$            | EOL NOT                 | EOL NOT                    | EOL NOT                                |            | EXPIRED              | 2D126                      | General Reading Room               | 206PNKD00191            | PLANAR DOME C3I                  | DOME 3MP DISPLAY  |
| 0\$            | COVERED                 | COVERED                    | COVERED                                |            | EXPIRED              | 2D126                      | General Reading Room               | 206PNKD00023            | PLANAR DOME C3I                  | DOME 3MP DISPLAY  |
| 0\$            | COVERED EOL NOT         | COVERED<br>EOL NOT         | COVERED                                |            | EXPIRED              | 2D126                      | General Reading Room               | 202PNKD00161            | PLANAR DOME C31                  | YAJ98I 3MP DISPLAY  |
| 0\$            | COVERED EOL NOT         | EOF NOT                    | COVERED                                |            | EXPIRED              | 2D126                      | General Reading Room               | 202PNKD00106            | PLANAR DOME C31                  | DOWE 3MP DISPLAY  |
| -              | EOL NOT                 | EOL NOT                    | EOL NOT                                |            |                      |                            | General Reading Room               |                         |                                  |   |
| 0\$            | EOL NOT                 | COVERED                    | COVERED<br>EOL NOT                     |            | EXPIRED              | 2D126                      | General Reading Room               | 409PNKD00723            | PLANAR DOME C3I                  | DOME 3MP DISPLAY  |
| 0\$            | EOL NOT                 | COVERED COVERED            | COVERED                                |            | EXPIRED              | 2D126                      | General Reading Room               | 407KG00828              | PLANAR DOME C3I                  | DOME 3MP DISPLAY  |
| Z4Z\$          | 742\$                   | 742\$                      | 098\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | 709PNKH00080            | PLANAR DOME E3                   | DOME 3MP DISPLAY  |
| 742\$          | 742\$                   | ZÞZ\$                      | \$320                                  |            | EXPIRED              | 2D126                      | General Reading Room               | 709PNKH00079            | PLANAR DOME E3                   | DOME 3MP DISPLAY  |
| Z4Z\$          | ZÞZ\$                   | ZÞZ\$                      | \$320                                  |            | EXPIRED              | 2D126                      | General Reading Room               | 709PNKH00074            | PLANAR DOME E3                   | DOME 3MP DISPLAY  |
| Z4Z\$          | Z4Z\$                   | ZÞZ\$                      | \$320                                  |            | EXPIRED              | 2D126                      | General Reading Room               | 709PNKH00072            | PLANAR DOME E3                   | DOME 3MP DISPLAY  |
| \$282          | \$282                   | \$282                      | 00†\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | AYS8244588              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| \$282          | \$282                   | \$282                      | 00†\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | AY363301X3              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| \$287          | \$282                   | \$282                      | 00†\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | AYS63301X3              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| \$287          | \$282                   | \$282                      | 00†\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | AY673301X3              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| \$282          | \$282                   | \$282                      | 00†\$                                  |            | EXPIRED              | 2D126                      | General Reading Room               | AY071201X2              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| 0\$            | EOL NOT                 | COVERED                    | COVERED COVERED                        | 1/8/2009   | EXPIRED              | 2D126                      | General Reading Room               | C40C491                 | DELL OPTIPLEX GX620              | dll   |
| 0\$            | COVERED                 | COVERED                    | COVERED                                | 1/8/2009   | EXPIRED              | 2D126                      | General Reading Room               | C30C491                 | DELL OPTIPLEX GX620              | dll   |
| 0\$            | COVERED EOL NOT         | COVERED<br>COVERED         | COVERED<br>EOL NOT                     | 1/8/2009   | EXPIRED              | 2D126                      | General Reading Room               | B20C464                 | DELL OPTIPLEX GX620              | dll   |
| 0\$            | COVERED                 | EOF NOT                    | EOF NOT                                | 1/8/2009   | EXPIRED              | 2D126                      | General Reading Room               | B40C461                 | DEFT OPTIPLEX GX620              | dll   |
|                | COVERED COVERED         | COVERED<br>EOL NOT         | COVERED<br>EOL NOT                     | 1/8/2009   |                      |                            | General Reading Room               | B30C461                 |                                  |   |
| 0\$            | EOL NOT                 | EOL NOT                    | EOL NOT                                |            | EXPIRED              | 2D126                      |                                    |                         | DEFT OBLIBIEX GX620              | dll   |
| 0\$            | EOL NOT                 | COVERED                    | COVERED<br>EOL NOT                     | 1/8/2009   | EXPIRED              | 2D126                      | General Reading Room               | 820C461                 | DEFT OPTIPLEX GX620              | dll   |
| 0\$            | COVERED COVERED         | COVERED COVERED            | COVERED<br>COVERED                     | 1/8/2009   | EXPIRED              | 2E218                      | ER Physician's Workroom            | F40C491                 | DELL OPTIPLEX GX620              | dll   |
| 0\$            | COVERED                 | COVERED                    | COVERED                                | 1/8/2009   | EXPIRED              | 2E160                      | ER Physician's Workroom            | 730C491                 | DELL OPTIPLEX GX620              | dll   |
| \$282          | <b>EOF NOT</b><br>\$282 | \$282                      | ## \$\frac{\text{EOF NOT}}{\text{NOT}} |            | EXPIRED              | ZDISZ                      | Dr. Hoang                          | AY483201X3              | 20" LCD COLOR MONITOR            | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                      |
| 901\$          | 901\$                   | 901\$                      | 091\$                                  |            | EXPIRED              | 721Q2                      | Dr. Hoang                          | 830C491                 | DEFF OPTIPLEX GX620              | dll   |
| 022\$          | 022\$                   | 022\$                      | 001,1\$                                |            | EXPIRED              | 10106                      | Mammo Reading Room                 | 1890210943              | 4MP FUSION MEDICAL COLOR DISPLAY | BARCO 4MP DISPLAY   |
|                | <b>⊅1/08/90</b>         |                            |  |            | <u> </u>             |                            |                                    |                         |                                  |   |
|                | £1/10/20                |                            |  | , ,        |                      |                            | 1                                  |                         | T.                               |   |
| Total Cost     | YEAR 1                  | Discounted<br>Annual Price | IsunnA IsmroN<br>Frice/Unit            | EOSL DATE  | Warranty End<br>Date | Воот                       | Location                           | Serial Number           | noiaseVNeboM/setoM               | Description   |

#### EXHIBIT K PRICING MAINTAINENCE LIST

SYLMARY LOCATION (If Different from Invoicing Information): OLIVE VIEW UCLA MEDICAL CENTER 14445 OLIVE VIEW DRIVE

4/30/2013 OLIVEVIEW SYNAPSE SYNAPSE EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

Software & Hardware Net Price

|          | *************************************** | Annual Price | Price/Unit | Date    |       |             |            |                |                         |
|----------|---|--------------|------------|---------|-------|-------------|------------|----------------|-------------------------|
|          | £1/10/20                                |              |            |         |       |             |            |                |                         |
|          | <b>⊅1/0€/90</b>                         |              |            |         |       |             |            |                |                         |
|          |   |              |            | •       |       |             | J.         |                | CONTENT SWITCHES:       |
| 046,2\$  | 046,2\$                                 | 076'7\$      | \$4,200    | EXPIRED | 1D132 | Server Room | S1869124IB | F5 BIG-IP 1500 | BIGIP F5 CONTENT SWITCH |
| 076'Z\$  | 046,2\$                                 | 076'7\$      | \$4,200    | EXPIRED | 1D132 | Server Room | BIP253022S | F6 BIG-IP 1500 | BIGIP F5 CONTENT SWITCH |
|          |   |              |            |         |       |             |            |                |                         |
| \$62,232 | \$65,232                                | 876'99\$     | \$21,46\$  |         |       |             |            |                | Hardware Price          |
|          |   |              |            |         |       |             |            |                |                         |

30%

990'821\$

30%

\$172,350 \$172,350

**Total Discount** 

\$5¢2,150

APPLIED DISCOUNTS:
4. ;President & CEO Discount

\*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

CK OLIVEVIEW 4/30/2013 SATWAR CA 91342

OLIVE VIEW UCLA MEDICAL CENTER

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD PREFERRED SERVICE AGREEMENT

|            |          | *Pro Rated If Ne |              |           |              |                    |                     |               |                                    |                           |
|------------|----------|------------------|--------------|-----------|--------------|--------------------|---------------------|---------------|------------------------------------|---------------------------|
| 988,67\$   | 9£8'64\$ | 98,601\$         | \$175,300    |           | , ,          |                    | т.                  |               |                                    | Net Price                 |
|            |          |                  |              |           |              |                    |                     |               |                                    |                           |
|            |          |                  |              |           |              |                    |                     |               |                                    |                           |
| 094'9\$    | 094'9\$  | 094'9\$          | 094'9\$      |           |              |                    | NON-DISCOUNTABLE    | 3 DAYS        | APPLICATION LABOR @ \$2250 PER DAY | TRAINING DAYS             |
| 1,750      | 094,1\$  | 057,1\$          | \$2,500      |           | EXPIRED      | γəllsV-biΜ         | Mid-Valley          | SJLNK21       | DEFF OPTIPLEX GX260                | dll                       |
| \$3,000    | 000,6\$  | 000,6\$          | 009'9\$      |           |              | Q8T                | TBD                 | TBD TBD       | FLASH IIP UPGRADE to FDX           |                           |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | Wid-Valley         | Mid-Valley          | 727475595C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | Mid-Valley         | Mid-Valley          | 14E7e08       | DELL OPTIPLEX GX745                | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           |              | Q8T                | Q8T                 | O8T           | FLASH IIP UPGRADE to FDX           |                           |
| 008'9\$    | 008'9\$  | 008'9\$          | 000,11\$     | 3/31/5015 | EXPIRED      | Mid-Valley         | Mid-Valley          | 36125134      | CK-IK 346RU                        | SMART CR                  |
|            |          |                  |              |           |              |                    |                     |               |                                    | MIDVALLEY                 |
|            |          |                  |              |           |              |                    |                     |               |                                    | λΣΤΙΥΛαίΙ                 |
| 0\$        | ∀/N      | A/N              | ІИСГЛІВЕВ    |           | EXPIRED      | Inside room 2B113  | Urgent Care         | L08C005861    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | Inside room 2B113  | Urgent Care         | CEMIRKI       | DEFT OBLIBEEZEN                    | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           | 020.0/12     | TBD                | QBT                 | TBD           | FLASH IIP UPGRADE to FDX           |                           |
| £6£,11\$   | 866,11\$ | 868,11\$         | 912,218      |           | EXPIRED      | Inside room 2B113  | Urgent Care         | 47021153      | CK IR RU362                        | XG2000 READER UNIT        |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | Inside room 2B113  | Urgent Care         | 727475594C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | Inside room 2B113  | Urgent Care         | 84044D1       | DEFT OBLIBEEZEN                    | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           | CADIDED      | TBD                | TBD                 | TBD           | ELASH IIP UPGRADE to FDX           | GII                       |
| 008'9\$    | 008'9\$  | 008,8\$          | 000,118      | 3/31/5015 | EXPIRED      | Ettas moor abianl  | Urgent Care         | 26723736      | CR-IR 346RU                        | SMART CR                  |
| 0\$        | A/N      | A/N              | INCLUDED     | 3/00/70/0 | EXPIRED      | 3C102              | NICO NICO           | D6973F1       | DEFT OBLIBITEX GX146               | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           | CADIDED      | TBD                | TBD                 | TBD           | FLASH IIP UPGRADE to FDX           | dii                       |
| 0\$        | ∀/N      | A\N              | INCLUDED     |           | EXPIRED      | 3C105              | NICO                | 727475621C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 008,0\$    | 008'9\$  | 008,8\$          | 000,118      | 3/31/5015 | EXPIRED      | 3C10E              | NICO                | 26723705      | CK-IK 346RU                        | SMART CR                  |
| 0\$        | ∀/N      | A/N              | INCLUDED     | 3/34/3046 | EXPIRED      | ER room 2E262      | NEW ER              | 7274756096    | EFO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | V/N      | A/N              | INCLUDED     |           | EXPIRED      | ER room 2E262      | NEW EB              | 22ZAZEE00C    | DELL OPTIPLEX GX745                | do i holi or idadoshoriot |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           | EXDIDED      | TBD 25.36.3        | TBD                 | TBD           | FLASH IIP UPGRADE to FDX           | dii                       |
| 008,0\$    | 008'9\$  | 008,8\$          | 000,118      | 3/31/5012 | EXPIRED      | S8S3S roon A3      | NEW ER              | 26723740      | CK-IR 346RU                        | SMART CR                  |
| COVERED    | COVERED  | COVERED          | COVERED      | 3/31/301E |              | by room 2D141      | Main Radiology area | \$88689Z      |                                    |                           |
| COVERED    | COVERED  | EOL NOT          | COVERED      |           | EXPIRED      | by room 2D141      | Main Radiology area | 1880890       | FM-DP L DRY IMAGER                 | FM-DP L DRYPIX            |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | by room 4          | Main Radiology area | 727475610C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | by room 4          | Main Radiology area | 78973F1       | DELL OPTIPLEX GX745                | dll                       |
| 0\$        | FREE     | \$3,000          | 009'9\$      |           |              | QBT                | TBD                 | TBD           | FLASH IIP UPGRADE to FDX           |                           |
| 008'9\$    | 008'9\$  | 008'9\$          | 000,11\$     | 3/31/5015 | EXPIRED      | by room 4          | Main Radiology area | 16720965      | CK IK 346RU                        | SMART CR                  |
| 094,1\$    | 094,1\$  | 057,1\$          | \$5,500      |           | EXPIRED      | by room 2D141      | Main Radiology area | GWQT921       | DELL OPTIPLEX GX270                | dll                       |
| 000'8\$    | 000'8\$  | 000,5\$          | 009'9\$      |           |              | TBD                | DBT                 | TBD           | FLASH IIP UPGRADE to FDX           |                           |
| 0\$        | ∀/N      | A/N              | INCLUDED     |           | EXPIRED      | by room 2D141      | Main Radiology area | 728123240     | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | by room 2D141      | Main Radiology area | CLBSZ81       | DEFT OBLIBEEX CX620                | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           |              | DBT                | QBT                 | TBD           | FLASH IIP UPGRADE to FDX           |                           |
| 868,11\$   | 866,11\$ | 868,11\$         | \$16,275     |           | EXPIRED      | by room 2D141      | Main Radiology area | 67022348      | CK IR RU362                        | XG2000 READER UNIT        |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | across from room 9 | Main Radiology area | 727475597C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD   |
| 0\$        | A/N      | A/N              | INCLUDED     |           | EXPIRED      | across from room 9 | Main Radiology area | 17973F1       | DEFF OBLIBFEX CX145                | dll                       |
| 0\$        | FREE     | 000,5\$          | 009'9\$      |           |              | DBT                | QBT                 | TBD           | FLASH IIP UPGRADE to FDX           |                           |
| 008'9\$    | 008'9\$  | 008'9\$          | 000,11\$     | 3/31/2015 | EXPIRED      | across from room 9 | Main Radiology area | 27024459      | CK-IK 346RU                        | SMART CR                  |
|            |          |                  |              |           |              |                    |                     |               |                                    |                           |
|            | ₹1/0E/90 |                  | 1            |           |              |                    |                     |               |                                    |                           |
|            | £1/10/20 |                  | 1            |           |              |                    |                     |               |                                    |                           |
|            |          | Annual Price     | Annual Price |           | Date         |                    |                     |               |                                    |                           |
| Total Cost | YEAR 1   | Discounted       | Normal       | EOSL DATE | Warranty End | Воот               | Location            | Serial Number | Description                        | Device                    |

\*Pro Rated If Necessary

APPLIED DISCOUNTS:

**30%** 

**Total Discount** 

4. President & CEO Discount

4/30/2013 EXHIBIT K HARBOR SYNAPSE TORKANCE CA 90509

1000 WEST CARSON STREET BLDG 3.5

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| \$282              | \$282           | \$282                      | 00†\$                       |            | EXPIRED              | ZM-M2   | 2nd floor  | AU08622721 | NEC MULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
|--------------------|-----------------|----------------------------|-----------------------------|------------|----------------------|---------|------------|------------|----------------------------|--|
| 901\$              | 901\$           | 901\$                      | 091\$                       | 1/7/2016   | EXPIRED              | ZM-RZ   | 2nd floor  | D2CTXH1    | DEFF PRECISION T3400       | SYNAPSE ADVANCED WORKSTATION           |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | 1879019126 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | 1009109781 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| \$282              | \$282           | \$282                      | 007\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | AU83152731 | NEC MULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
| 0\$                | COVERED         | COVERED                    | COVERED                     | 7/19/2010  | EXPIRED              | 2W-30B  | 2nd floor  | FYS2BD1    | DEFF BRECISION 490 DESKTOP | SYNAPSE WORKSTATION                    |
| 699\$              | EOF NOT         | EOL NOT                    | EOF NOT                     |            | (17) II IV 1         | G00-447 | 10011 0117 | 1100106101 | 021C 000M 007M             | TAT TOTA TEACH TATO TIME               |
|                    | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | ZW-30B  | 2nd floor  | 1198106781 | BYKCO WDCC 3150            | 3MP GREYSCALE DISPLAY                  |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | ZW-30B  | 2nd floor  | 1879018254 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| \$282              | \$282           | \$282                      | 00†\$                       |            | EXPIRED              | ZW-30B  | Toolf bnS  | AU3882ST21 | NEC WULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
| 0\$                | COVERED COVERED | COVERED  COVERED           | EOL NOT                     | 7/19/2010  | EXPIRED              | 2W-30B  | 2nd floor  | 32B4BD1    | DEFF BRECISION 400 DESKTOP | SYNAPSE WORKSTATION                    |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | 8606106781 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | 1016106781 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| \$282              | \$282           | \$282                      | 00†\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | AYS8408137 | NEC MULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
| 0\$                | COVERED         | COVERED                    | СОЛЕВЕВ                     | 7/19/2010  | EXPIRED              | ZW-30B  | Znd floor  | HYSZBD1    | DEFF BRECISION 400 DESKLOB | SYNAPSE WORKSTATION                    |
|                    | EOL NOT         | EOL NOT                    | EOL NOT                     | 0700/07/2  |                      |         |            |            |                            |  |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | 0606106781 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| 699\$              | 699\$           | 699\$                      | 096\$                       | <u>l</u> T | EXPIRED              | 2W-30B  | 2nd floor  | 9906106781 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| \$282              | \$282           | \$282                      | 00+\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | AY1840£137 | NEC MULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
| 0\$                | COVERED         | COVERED                    | COVERED                     | 7/19/2010  | EXPIRED              | 2W-30B  | 2nd floor  | J2B4BD1    | DEFF PRECISION 490 DESKTOP | SYNAPSE WORKSTATION                    |
| cood               | EOF NOT         | EOF NOT                    | EOF NOT                     |            | (1) IV 1V 1          | G0C-447 | 10011 0117 | 0+06106101 | 071.0 00.0M 00.1Md         | ואין פער באסט באס ייייט                |
| 699\$              | 699\$           | 699\$                      | 096\$                       | 1          | EXPIRED              | SW-30B  | 2nd floor  | 9409199481 | BYKCO WDCC 3150            | 3MP GREYSCALE DISPLAY                  |
| 699\$              | 699\$           | 699\$                      | 096\$                       |            | EXPIRED              | ZW-30B  | Nooi briz  | 7809100581 | BARCO MDCG 3120            | 3MP GREYSCALE DISPLAY                  |
| \$282              | \$282           | \$282                      | 00†\$                       |            | EXPIRED              | 2W-30B  | 2nd floor  | AY17041189 | NEC MULTISYNC LCD 2090UXI  | NEC 20" 1600X1200 FLAT PANEL MONITOR   |
| 0\$                | COVERED COVERED | COVERED                    | EOL NOT                     | 11/60/70   | EXPIRED              | 2W-30B  | 2nd floor  | F5FCQG1    | DELL OPTIPLEX GX755        | SYNAPSE WORKSTATION                    |
|                    | TON 103         | 101 103                    | 101 103                     |            |                      |         |            |            |                            | WORKSTATIONS & MONITORS:               |
|                    |                 |                            |                             |            |                      |         |            |            |                            |  |
| \$403              | £0†\$           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | 99DCFM0    | IBM X2EKIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| \$403              | £0†\$           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | KQFTN87    | IBM XSEKIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| \$403              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | KQFTN90    | IBM XSERIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| \$403              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | KQFTN94    | IBM XSERIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| £0 <del>1</del> \$ | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | КФЕТИ99    | IBM XSERIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| £0†\$              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | 99BEZCN    | IBM XSEKIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| £07\$              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | 66BEZDD    | IBM XSERIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| £07\$              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | ABEZDL     | IBM XSEKIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
| \$403              | \$403           | \$403                      | 929\$                       |            | EXPIRED              |         | Basement   | 99BETYC    | IBM XSEKIES 346            | IBM XSERIES MULTIFUNCTION SERVER       |
|                    |                 |                            |                             |            |                      |         |            |            |                            | SERVERS:                               |
|                    |                 |                            |                             |            |                      |         |            |            |                            | HARDWARE                               |
|                    |                 |                            |                             |            |                      |         |            |            |                            |  |
|                    |                 |                            | Pro Rated If Ne             | *          |                      |         |            |            |                            |  |
| \$163,065          | \$163,065       | \$163,065                  | \$232,950                   |            |                      |         |            |            |                            | Software Price                         |
|                    |                 |                            | +                           |            |                      |         |            |            |                            |  |
| 976'8\$            | 976'8\$         | 976'8\$                    | \$12,750                    |            | EXPIRED              |         |            |            | 30TB                       | DISKXLENDEK FICENSE                    |
|                    |                 |                            |                             | 1          |                      | 1       |            | 1          |                            | HIERARCHAL MANAGEMENT SOFTWARE:        |
|                    |                 |                            |                             |            |                      |         |            |            |                            |  |
| 004\$              | 002\$           | 002\$                      | 000,1\$                     | 1          | EXPIRED              |         |            |            |                            | ORACLE FAILSAFE SOFTWARE               |
| \$2,240            | \$2,240         | \$2,240                    | 002,6\$                     |            | EXPIRED              |         |            |            |                            | SW CLUSTER FOR THE ORACLE DBASE        |
| \$151,200          | \$151,200       | \$151,200                  | 000,812\$                   |            | EXPIRED              |         |            |            | 225,000 STUDIES PER YEAR   | SYNAPSE PACS ANNUAL STUDY VOLUME       |
| Q1E1 200           | 6161 200        | 0161 200                   | 000 3103                    | 1          | EVBIDED              |         |            |            | 225 000 STI IDIES DED VEAD | SYNAPSE S/N: INSERT SY #SY-01-07104130 |
|                    |                 |                            | 1                           |            |                      |         |            |            |                            |  |
|                    |                 |                            | _                           | 1 1        |                      |         |            | _          | 1                          | SOFTWARE LICENSES:                     |
|                    |                 |                            | 1                           |            |                      |         |            |            |                            | SOFTWARE                               |
|                    | 71/0E/90        |                            |                             |            |                      |         |            |            |                            |  |
|                    |                 |                            | 1                           |            |                      |         |            |            |                            |  |
| -                  | £1/10/70        |                            |                             |            |                      |         |            |            |                            |  |
| Total Cost         | VEAR 1          | Discounted<br>Annual Price | Normal Annual<br>Price/Unit | EOSL       | Warranty End<br>Date | Воот    | Location   | Serial #   | Notes/Model/Version        | Description                            |

4/30/2013 EXHIBIT K HARBOR SYNAPSE TORKANCE CA 90509

1000 WEST CARSON STREET BLDG 3.5

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| 45,450            | \$5,450                | \$5,450             | 009'8\$                      |           | EXPIRED              | ZW-23   | SND FLOOR RADIOLOGY    | U053412                  | кітаде                      | RIMAGE PACSCUBE                      |
|-------------------|------------------------|---------------------|------------------------------|-----------|----------------------|---------|------------------------|--------------------------|-----------------------------|--------------------------------------|
| 037 04            | 037 04                 | 027 04              | 002 04                       |           | באמוטבט              | 00 7710 | 700 1014 4 400 12 4140 | 07702011                 | , <b>u</b>                  | PACSCUBES:                           |
|                   |                        |                     |                              |           |                      |         |                        |                          |                             | 0241100074                           |
| \9 <b>Z</b> '\$\$ | 19Z'9\$                | 19Z'9\$             | \$12,8\$                     |           | EXPIRED              |         |                        | APM00064002413           | EWC GUOTE# 1000891884       | EMC SAN STORAGE                      |
| 192'9\$           | 192'9\$                | 192'9\$             | 812,8\$                      |           | EXPIRED              |         |                        | 4PM0013100964            | LAAC OLIOTE# 4000004994     | EMC SAN STORAGE                      |
| 137 30            | 132 30                 | 132 33              | 310.00                       |           | EXDIBED              |         |                        | 190001211001101          |                             | :30A9OT2                             |
|                   |                        |                     |                              |           | 1                    |         |                        |                          |                             | -3048013                             |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | 911-8   | SU                     | 1879031928               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 901\$             | 901\$                  | 901\$               | 091\$                        | 2/10/2016 |                      | B-116   | SN                     | BX81611                  | DEFF BRECISION 19400        | SYNAPSE ADVANCED WORKSTATION         |
| 699\$             | 699\$                  | 699\$               | 096\$                        | 3700/07/0 | EXPIRED              | B-158   | SU                     | 1968106781               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-158   | SU                     | 9968106281               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-158   | SU                     | AY3840£137               | NEC WOLTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PAUEL MOUITOR |
| \$282             | \$282                  | 282\$               | 007\$                        |           | EXPIRED              | B-158   | SU                     | AUS68S2731               | MEC WILLISANC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 0\$               | COVERED                | COVERED             | COVERED                      | 7/19/2010 | EXPIRED              | B-158   | SN                     | 03B4BD1                  | DEFF BECKION 400 DESKLOB    | SYNAPSE WORKSTATION                  |
|                   | EOL NOT                | EOL NOT             | EOL NOT                      | 0100/01/2 |                      | ם ינס   |                        |                          |                             | NOITVIS/IBOM 13BVIV/S                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-158   | SU                     | 7968106781               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-158   | SU                     | AY8840£137               | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-158   | SU                     | AY4940£137               | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 0\$               | COVERED                | СОЛЕВЕD             | СОЛЕВЕD                      | 7/19/2010 | EXPIRED              | B-158   | SU                     | CEST1F1                  | DEFF BRECISION 400 DESKTOP  | SYNAPSE WORKSTATION                  |
| 699\$             | EOF NOT<br>899\$       | EOF NOT<br>\$998    | <b>EOF NOT</b><br>\$820      |           | EXPIRED              | B-113   | Muclear Medicine       | 9116106281               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-113   | Muclear Medicine       | AY38408127               | MEC WOLTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| \$282             | \$282                  | 282\$               | 007\$                        |           | EXPIRED              | B-113   | Muclear Medicine       | AU18822731               | MEC WITH LISANC FCD 50801XI | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 0\$               | COVERED                | COVERED             | COVERED                      | 0102/61/2 | EXPIRED              | B-113   | Muclear Medicine       | 93B4BD1                  | DEFT BRECISION 490 DESKTOP  | SYNAPSE WORKSTATION                  |
| 05                | EOL NOT                | EOL NOT             | EOL NOT                      | 0106/01/2 | EXDIDED              | 6119    | ogisiboM registiff     | Raphaba                  | DELL PRECISION AND DESKTOR  | NODKSTVION                           |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-113   | Muclear Medicine       | 1879019120               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-113   | Muclear Medicine       | AY1940£137               | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-113   | Muclear Medicine       | ,AY6740£137              | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 901\$             | 901\$                  | 901\$               | 091\$                        | 12/10/15  | EXPIRED              | B-113   | Muclear Medicine       | C3RBTH1                  | DEFF PRECISION T3400        | SYNAPSE ADVANCED WORKSTATION         |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-252   | Basement               | 1879019038               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-252   | Basement               | 1879019020               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | B-252   | Basement               | AY0840£137               | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 0\$               | COVERED                | COVERED             | COVERED                      | 0102/61/7 | EXPIRED              | B-252   | Basement               | 73B4BD1                  | DEFF PRECISION 490 DESKTOP  | SYNAPSE WORKSTATION                  |
| 699\$             | EOF NOT<br>899\$       | EOF NOT<br>\$998    | <b>EOF NOL</b><br>\$920      |           | EXPIRED              | B-252   | Basement               | 1879013646               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | B-252   | Basement               | 14216031241              | BARCO MDCG 3120             | 3MB GBEASCALE DISPLAY                |
| 901\$             | 901\$                  | 901\$               | 036\$                        | 1/2/2016  | EXBIBED              | B-252   | Basement               | 11878781                 | DELL PRECISION T5400        | SYNAPSE ADVANCED WORKSTATION         |
| 699\$             | 699\$                  | 699\$               | 091\$                        | 9106/2/1  | EXBIBED              | ZW-42   | Znd floor              | 9906106781               | DELL PRECISION TEANS        | 3Wb GKEASCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | 2W-42   | 200f bnS               | £906106281               | BARCO MDCG 3120             | 3MB GREYSCALE DISPLAY                |
| \$282             | 282\$                  | \$282               | 096\$                        |           | EXBIBED              | 2W-42   | 2nd floor              | 4X5431189                | MEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PANEL MONITOR |
| 0\$               | -                      | COVERED             | COVERED                      | 0107/01// | EXBIBED              |         | 2nd floor              | HQ95BD1                  | DEFT BRECISION 400 DESKTOP  | 2VAPPSE WORKSTATION                  |
| υφ                | EOL NOT                | EOL NOT             | EOL NOT                      | 7/19/2010 | EXDIDED              | ZW-42   | ուր անում              | MOGRADA                  | DELL DRECIGION AND DECKTOD  | CVNIADGE IN/ODVCTATIONI              |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | ZM-4Z   | 200f bnS               | 1879029157               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | ZM-42   | 2nd floor              | 1879029158               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 901\$             | 901\$                  | 901\$               | 091\$                        | 2/10/2016 | EXPIRED              | ZM-42   | 2nd floor              | rlal8XT                  | DEFF PRECISION T5400        | SYNAPSE ADVANCED WORKSTATION         |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | ZM-4Z   | 2nd floor              | 1879019051               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 699\$             | 699\$                  | 699\$               | 096\$                        |           | EXPIRED              | ZM-42   | 2nd floor              | 1879019059               | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| \$282             | \$282                  | \$282               | 00†\$                        |           | EXPIRED              | ZM-4Z   | 2nd floor              | AY7740£137               | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PAUEL MOUITOR |
| \$282             | \$282                  | \$282               | 007\$                        |           | EXPIRED              | ZM-42   | 2nd floor              | ,AY8840£13T              | NEC MULTISYNC LCD 2090UXI   | NEC 20" 1600X1200 FLAT PAUEL MOUITOR |
| 0\$               | COVERED                | COVERED             | COVERED                      | 7/19/2010 | EXPIRED              | ZW-42   | 2nd floor              | 82B4BD1                  | DEFF BRECISION 400 DESKTOP  | SYNAPSE WORKSTATION                  |
| 600¢              | EOL NOT                | EOF NOT             | EOF NOT                      |           | EXPIRED              | /\ -^^7 | 2nd floor              | 6106106101               | 0716 00014 000140           | TAT TOTAL TANON TANO                 |
| 699\$<br>699\$    | 699\$<br>699\$         | 699\$<br>699\$      | 096\$<br>096\$               |           |                      | ZM-WZ   | 2nd floor              | 8409106781<br>9109106781 | BARCO MDCG 3120             | 3MP GREYSCALE DISPLAY                |
| 099\$             |                        | 0992                | 0202                         |           | EXPIRED              | 7A-WS   | 2001 Pag               | 81/001100781             | BARCO MDCG 3120             | 3Wb GKEYSCALE DISPLAY                |
|                   | \$1/02/90<br>\$1/10/20 |                     |                              |           |                      |         |                        |                          |                             |                                      |
| Total Cost        | ſ ЯA∃Y                 | Discounted<br>Price | Isunnal Annual<br>Price/Unit | EOSL      | Warranty End<br>Date | Воош    | Location               | # Isi198                 | Notes/Model/Version         | Description                          |

4/30/2013 EXHIBIT K HERBOR SYAANYS TORKANCE CA 90:09

1000 WEST CARSON STREET BLDG 3.5

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| \$225,317  | \$225,317 | \$225,317           | \$351,655                   | 1            |                      |       |   |                        |                                | Software & Hardware Net Price |
|------------|-----------|---------------------|-----------------------------|--------------|----------------------|-------|---|------------------------|--------------------------------|-------------------------------|
| \$62,252   | \$62,252  | \$62,252            | S07,88 <b>\$</b>            |              |                      |       |   |                        |                                | Нагдмаге Ргісе                |
| 004,1\$    | 004,1\$   | 004,1\$             | \$2,000                     |              |                      |       | Main Radiology                            | IX-0C592M-72875-28T-99 | DELL U2410 COLOR MONITOR       |                               |
| 004,1\$    | 004,1\$   | 004,1\$             | \$2,000                     |              |                      |       | Main Radiology                            | IX-0C292M-72875-28T-99 | DELL U2410 COLOR MONITOR       |                               |
| 396,1\$    | \$1,365   | \$95,1\$            | 096'1\$                     | 11/24/17     |                      |       | Main Radiology                            | 5FMSYV1                | OPTIPLEX 7010                  |                               |
|            |           |                     |                             |              |                      |       |   |                        |                                | FONG BEACH COMPREHENSIVE      |
| 076,2\$    | 046,2\$   | 046,2\$             | \$4,200                     |              | EXPIRED              | 1D135 | Server Room                               | BIP204699S             | F5 BIG-IP 1500                 | BIGIP F5 CONTENT SWITCH       |
| 076,2\$    | 076'7\$   | 076'7\$             | \$4,200                     |              | EXPIRED              | 1D132 | Server Room                               | BIP200781S             | E2 BIG-IP 1500                 | BIGIP F5 CONTENT SWITCH       |
|            |           |                     | 1                           |              |                      |       |   |                        |                                | CONTENT SWITCHES:             |
| 0\$        | A/N       | INCLUDED            | INCLUDED                    |              | EXPIRED              | 8-N   | KECOKDS BNILDING                          | BCC6491                | DEFF OBLIBFEX GX620            | VIDAR WORKSTATION             |
| \$3,920    | 026'8\$   | 23,920              | 009'9\$                     |              | EXPIRED              | 8-N   | ВЕСОВ В В В В В В В В В В В В В В В В В В | 362572                 | VIDAR DIAGNOSTIC PRO ADVANTAGE | DIGITIZER - VIDAR             |
| 0\$        | A/N       | INCLUDED            | INCLUDED                    |              | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY                       | LKVF758                | IBM THINKCENTRE                | VIDAR WORKSTATION             |
| 026'£\$    | 93,920    | 026'8\$             | \$2,600                     |              | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY                       | 341130                 | VIDAR DIAGNOSTIC PRO ADVANTAGE | DIGITIZER - VIDAR             |
|            |           |                     |                             |              |                      |       |   |                        |                                | DIGITIZERS:                   |
| 0\$        | A/N       | INCLUDED            | INCLUDED                    |              | EXPIRED              | 8-N   | KECOKDS BNIFDING                          | H249QB1                | DEFF OBILBFEX GX950            | PACSCUBE WORKSTATION          |
| \$5,450    | \$5,450   | \$5,450             | 005, £\$                    |              | ЕХРІКЕD              | 8-N   | KECOKDS BNITDING                          | 6173015                | Rimage                         | RIMAGE PACSCUBE               |
| 0\$        | A/N       | INCLUDED            | INCLUDED                    |              | EXPIRED              | ZW-23 | SND FLOOR RADIOLOGY                       | 18H3TM9                | DEFF BRECISION 380             | PACSCUBE WORKSTATION          |
|            | 71/0E/90  |                     |                             | 1            |                      |       | ı   | 1                      |                                |                               |
|            | £1/10/70  |                     |                             |              |                      |       |   |                        |                                |                               |
| IsoO lstoT | r AA∃Y    | Discounted<br>Price | IsunnA IsmroN<br>frice\Unit | EOSL<br>DATE | Warranty End<br>Date | Мооя  | Location                                  | # Serial #             | nois19V\JaboM\zetoM            | Description                   |

APPLIED DISCOUNTS:

4. President & CEO Discount

Total Discount

30%

\*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

VIII.2.

4/30/2013 CKHIBIT K 4/30/2013 TORRANCE CA 90509

#### EMERALD PREFERRED SERVICE AGREEMENT

| <b>7</b> 04'09\$ | <b>7</b> 0∠'09\$         | <del>7</del> 0∠'09\$ | 099'98\$          |           |                      |       |                     |                |                                    | Net Price               |
|------------------|--------------------------|----------------------|-------------------|-----------|----------------------|-------|---------------------|----------------|------------------------------------|-------------------------|
|                  |                          |                      |                   |           |                      |       |                     |                |                                    |                         |
|                  |                          |                      |                   |           |                      |       |                     |                |                                    |                         |
|                  |                          |                      |                   |           |                      |       |                     |                |                                    |                         |
| 0\$              | 0\$                      | 0\$                  | 0\$               |           |                      |       | NON-DISCOUNTABLE    | SYAG           | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT           |
| 0\$              | ∀/N                      | A\N                  | Included          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | A/N            | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | ∀/N                      | A\N                  | pəpnjouj          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | IMEBCCI        | DELL OPTIPLEX GX620                | dll                     |
| 866,11\$         | 811,393                  | 866,11\$             | \$16,275          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | 67223623       | CK IR RU362                        | XG2000 READER UNIT      |
| 0\$              | ∀/N                      | A/N                  | Included          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | ∀/N            | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | ∀/N                      | A\N                  | Included          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | FN41LC1        | DELL OPTIPLEX GX620                | dll                     |
| 811,393          | 866,11\$                 | 811,393              | 912,91\$          |           | EXPIRED              | 2W-23 | SND FLOOR RADIOLOGY | 67223635       | CK IR RU362                        | XG2000 READER UNIT      |
| 0\$              | ∀/N                      | A\N                  | pəpnıpuı          |           | EXPIRED              | 102   | 1ST FLOOR PCDC      | 925LIS617172K  | ETO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | A/N                      | A/N                  | Included          |           | EXPIRED              | 102   | 1ST FLOOR PCDC      | 3MFBCC1        | DELL OPTIPLEX GX620                | dll                     |
| Z+0'Z\$          | <b>∠</b> †0' <b>∠</b> \$ | Z <del>t</del> 0'Z\$ | 000,01\$          |           | EXPIRED              | 102   | 1ST FLOOR PCDC      | 67222765       | CK IR RU356                        | CARBON XL READER UNIT   |
| 0\$              | A/N                      | A/N                  | pəpnıpuı          |           | EXPIRED              | 102   | 1ST FLOOR PCDC      | 925LIS5120706K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | ∀/N                      | A/N                  | Included          |           | EXPIRED              | 102   | 1ST FLOOR PCDC      | 3H\FG41        | DELL OPTIPLEX GX270                | dll                     |
| 980'8\$          | 980'8\$                  | 980'8\$              | 911,550           | 3/31/2015 | EXPIRED              | 102   | 1ST FLOOR PCDC      | 37127416B      | CK-IK 346RU                        | SMART CR                |
| 0\$              | ∀/N                      | A/N                  | pəpnjouj          |           | EXPIRED              | 7     | 1ST FLOOR ER        | ∀/N            | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | ∀/N                      | A\N                  | Included          |           | EXPIRED              | 7     | 1ST FLOOR ER        | HP41LC1        | DELL OPTIPLEX GX620                | dll                     |
| 866,11\$         | £6£,11\$                 | \$11,393             | 912,91\$          |           | EXPIRED              | 7     | 1ST FLOOR ER        | 67223637       | CK IR RU362                        | XG2000 READER UNIT      |
| 0\$              | ∀/N                      | A/N                  | pepnloul          |           | EXPIRED              | 7     | 1ST FLOOR ER        | 724042956C     | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$              | ∀/N                      | A/N                  | Included          |           | EXPIRED              | 2     | 1ST FLOOR ER        | BJVFG41        | DELL OPTIPLEX GX270                | dll                     |
| 866,11\$         | 866,11\$                 | 866,11\$             | \$16,275          |           | EXPIRED              | 7     | 1ST FLOOR ER        | 37120165       | CK IR RU362                        | XG2000 READER UNIT      |
|                  |                          |                      |                   |           |                      |       |                     |                |                                    |                         |
|                  | <b>⊅</b> 1/0€/90         |                      |                   |           |                      |       |                     |                |                                    |                         |
|                  | £1/10/70                 |                      |                   |           |                      |       |                     |                |                                    |                         |
| teo3 lstoT       | YEAR 1                   | Discounted Price     | Normal<br>Spirice | EOSL      | Warranty End<br>Date | Воот  | Location            | Serial Number  | ІәроМ                              | Description             |

\*Pro Rated If Necessary

APPLIED DISCOUNTS:
4. ;President & CEO Discount

30%

30%

**Total Discount** 

4/30/13 EXHIBIT K HIGHDESERT SYNAPSE LANCASTER CA 93536
EQUIPMENT LOCATION (If Different from Invoicing Information):
EQUIPMENT LOCATION (If Different from Invoicing Information):

# EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| Total Cosi | YEAR 1                 | Discounted<br>Price | Normal Annual<br>Price/Unit | EOSL DATE  | Warranty End<br>Date | Воош        | Location    | # IsineS | Motes/Model/Version                    | Description                              |
|------------|------------------------|---------------------|-----------------------------|------------|----------------------|-------------|-------------|----------|--|--|
|            | \$1/0E/90<br>\$1/10/20 |                     |                             |            |                      |             |             |          |  |  |
|            |                        |                     |                             |            |                      |             |             |          |  | SOFTWARE                                 |
|            | ,                      |                     |                             | ,          |                      |             |             |          | <u>.</u>                               | SOFTWARE LICENSES:                       |
|            |                        |                     |                             |            |                      |             |             |          |  | SANAPSE S/N: SY-01-00815620-06           |
| 008,818    | 008,81\$               | 008,31\$            | \$54,000                    |            | EXPIRED              |             |             |          | 25,000 STUDIES PER YEAR                | SYNAPSE PACS ANNUAL STUDY VOLUME         |
| \$2,240    | \$2,240                | \$5,240             | \$3,200                     |            | EXPIRED              |             |             |          |  | SW CLUSTER FOR THE ORACLE DBASE          |
| 002\$      | 002\$                  | 002\$               | 000'\\$                     |            | EXPIRED              |             |             |          |  | ORACLE FAILSAFE SOFTWARE                 |
|            |                        |                     |                             |            |                      |             |             |          |  | HIERARCHAI MANAGEMENT COETWADE.          |
| 899'1\$    | 899'\\$                | 899'1\$             | \$2,225                     |            | EXPIRED              |             |             |          | 2TB                                    | DISKXLENDEK FICENSE  DISKXLENDEK FICENSE |
| 000,14     | 000,14                 | 000'I #             | 077'7¢                      |            | <b>43711 1743</b>    |             |             |          | Q17                                    | TONIZOUZ NIZONIZ LVVIOIG                 |
| \$6Z'\Z\$  | 862,12\$               | \$62,15\$           | \$30,425                    |            |                      |             |             |          |  | Software Price                           |
| 007(174    | 0071174                |                     | *Pro Rated If No            | ı          |                      |             |             |          |  | 2011 1 2 17943100                        |
|            |                        |                     |                             |            |                      |             |             |          |  | HARDWARE                                 |
|            | ·                      | -                   |                             |            | •                    |             |             |          | <u>'</u>                               | SERVERS:                                 |
| 090'1\$    | 090,12                 | 090,1\$             | 009,1\$                     | 10/28/2010 | EXPIRED              | Data Center | Data Center | 18M0Te4  | 3.2GHZ/2MB CACHE, XEON, POWEREDGE 1850 | PROCESS SERVER                           |

| 0\$                    | A\N                | INCLUDED           | INCLUDED           |            | EXPIRED | Cı          | Radiology Office | LKYZ277                       | PACSGEAR FILM HARDWARE SOFTWARE UPGRADE | PACSCUBE WORKSTATION                    |
|------------------------|--------------------|--------------------|--------------------|------------|---------|-------------|------------------|-------------------------------|---|---|
| <i>†</i> 9 <i>†</i> \$ | <i>†</i> 9†\$      | \$1,225            | 094,1\$            | 12/31/2013 | EXPIRED | Cı          | Radiology Office | 90100001                      | DATACARD PACSCUBE LITE (20001)          | DATACARD PACSCUBE                       |
|                        |                    |                    |                    |            |         |             |                  |                               |   | PACSCUBES:                              |
|                        |                    |                    |                    |            |         |             |                  |                               |   |   |
|                        |                    |                    |                    |            |         |             |                  |                               |   |   |
| \$5,065                | \$5,065            | \$90,2\$           | 096'7\$            |            |         | Data Center | Data Center      | CN-0C6240-5240-37170-56D-0045 | DELL POWERVAULT 220S                    | DIRECT ATTACHED STORAGE - DELL          |
| \$5,065                | \$5,065            | \$90,2\$           | 096'7\$            |            |         | Data Center | Data Center      | CN-0C6240-3717Q-66D-0042      | DELL POWERVAULT 220S                    | DIRECT ATTACHED STORAGE - DELL          |
| \$5,065                | \$5,065            | \$5,065            | 096'7\$            |            |         | Data Center | Data Center      | CN-OY0317-1374057V-00AE       | DELL POWERVAULT 220S                    | DIRECT ATTACHED STORAGE - DELL          |
|                        | ,                  |                    |                    |            |         |             |                  |                               |   | :35AROT2                                |
|                        |                    |                    |                    |            |         |             |                  |                               |   |   |
| 0\$                    | СОЛЕВЕD<br>ЕОГ ИОТ | COVERED            | СОЛЕВЕР<br>ЕОГ ИОТ | 10/28/2010 |         | Data Center | Data Center      | 2DJML41                       | POWER VAULT 132T, 4U, 2 DRIVES, LTO-2   | DELL DLT TAPE BACK UP                   |
| 0\$                    | COVERED            | COVERED            | COVERED            |            |         | Data Center | Data Center      | 313465961745                  | POWERVAULT 132T LTO-2                   | DELL DLT TAPE BACK UP                   |
|                        | EOL NOT            | EOL NOT            | EOF NOT            |            |         |             |                  |                               |   |   |
| 0\$                    | COVERED            | COVERED COVERED    | COVERED<br>COVERED | 10/28/2010 |         | Data Center | Data Center      | F3N3071                       | DELL POWERVAULT 122T                    | DELL DLT TAPE BACK UP                   |
|                        | 1011 101           | 1011 101           | 1014 101           |            | 1       |             | Ш                | 1                             |   | TAPE LIBRARY DEVICES:                   |
|                        |                    |                    |                    |            |         |             |                  |                               |   |   |
| 0\$                    | A/N                | INCLUDED           | INCLUDED           |            | EXPIRED | nc          | Urgent Care      | 181020039401                  | DOWE VIDEO CARD                         | MXRT 5200 HIGH PERF DISPLAY CONTROLLER  |
| 699\$                  | 699\$              | 699\$              | 096\$              |            | EXPIRED | nc          | Urgent Care      | 7625406781                    | BARCO 3MP DISPLAY                       | 3MP FLAT GRAYSCALE DISPLAY - 1 PEDISTAL |
| 699\$                  | 699\$              | 699\$              | 096\$              |            | EXPIRED | nc          | Urgent Care      | 1879045633                    | BARCO 3MP DISPLAY                       | 3MP FLAT GRAYSCALE DISPLAY - 1 PEDISTAL |
| 0\$                    | COVERED            | COVERED<br>COVERED | COVERED<br>EOL NOT | 2/19/2009  | EXPIRED | nc          | Urgent Care      | 8PL5NB1                       | DELL OPTIPLEX GX620                     | DELL OPTIPLEX GX620 TOWER               |
| 0\$                    | A/N                | INCLUDED           | INCLUDED           |            | EXPIRED | C-12        | Каdiology RR     | 7PG-52670                     | DOWE VIDEO CARD                         | DOME E3 DUAL DISPLAY CONTROLLER (VB)    |
| 277S                   | Z7Z\$              | Z <del>7</del> Z\$ | 098\$              |            | EXPIRED | C-12        | Radiology RR     | 704PNKH00035                  | DOME 3MP DISPLAY                        | DOME E3 FLAT PANEL DISPLAY              |
| 277\$                  | Z7Z\$              | \$24Z              | 098\$              |            | EXPIRED | C-12        | Radiology RR     | 704PNKH00033                  | DOME 3MP DISPLAY                        | DOME E3 FLAT PAUEL DISPLAY              |
| \$282                  | \$282              | \$282              | 007\$              |            | EXPIRED | C-12        | Каdiology RR     | AU688227318                   | NEC MULTISYNC LCD 2090UXI               | NEC 20" 1600X1200 FLAT PAUEL MOUITOR    |
| 0\$                    | COVERED<br>EOL NOT | COVERED<br>EOL NOT | COVERED<br>EOL NOT | 2/19/2009  | EXPIRED | C-12        | Radiology RR     | CCFP891                       | DEFF OPTIPLEX GX620                     | DELL OPTIPLEX GX620 TOWER               |
| 129,1\$                | 129,1\$            | 129,1\$            | \$2,300            |            | EXPIRED | C-12        | Radiology RR     | 1880042841                    | BARCO 5MP DISPLAY                       | 5MP MEDICAL FLAT GRAYSCALE DISPLAY      |
| 129,1\$                | 129'1\$            | 129,1\$            | \$2,300            |            | EXPIRED | C-12        | Radiology RR     | 1890042803                    | BARCO 5MP DISPLAY                       | 5MP MEDICAL FLAT GRAYSCALE DISPLAY      |
| \$282                  | \$282              | \$282              | 007\$              |            | EXPIRED | C-12        | Каdiology RR     | AU8£4£2731                    | NEC MULTISYNC LCD 2090UXI               | NEC 20" 1600X1200 FLAT PAUEL MOUITOR    |
| 0\$                    | СОЛЕВЕD            | COVERED            | COVERED            | 2/19/2009  | СЗЯІЧХЭ | C-12        | Radiology RR     | 5DP9J91                       | DEFF OPTIPLEX GX620                     | DEFT MORKSTATION GX620                  |
|                        | EOL NOT            | EOL NOT            | EOL NOT            | 1          |         |             | 1                | 1                             |   | WORKSTATIONS & MONITORS:                |
|                        |                    |                    |                    |            |         |             |                  |                               |   |   |
| 090'1\$                | 090'1\$            | 090'\\$            | 009'\\$            | 10/27/2012 | EXPIRED | Data Center | Data Center      | 5QX2M81                       | 3'SCHZ\ZMB CACHE, XEON, POWEREDGE 1850  | MULTI-PURPOSE SERVER                    |
| 090,1\$                | 090,1\$            | 090,1\$            | 002'\\$            | 10/27/2012 | EXPIRED | Data Center | Data Center      | EVDHM81                       | 3'SCHZ\SWB CYCHE' XEON' DOMEKEDCE 1820  | MULTI-PURPOSE SERVER                    |
| 090'1\$                | 090'1\$            | 090'1\$            | \$1,500            | 10/28/2010 | EXPIRED | Data Center | Data Center      | 18M0Te4                       | 3.2GHZ/2MB CACHE, XEON, POWEREDGE 1850  | PROCESS SERVER                          |
|                        |                    |                    |                    | *          |         |             | *                |                               |   | SERVERS:                                |

4/30/13 EXHIBIT K HIGHDESERT SYNAPSE 30%

30%

**Total Discount** 

EQUIPMENT LOCATION (If Different from Invoicing Information): 44900 NORTH 60TH STREET WEST
A4000 NORTH 60TH STREET WEST
A4000 NORTH 60TH STREET WEST

# EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| \$45,065                  | \$45,065               | 978'77\$                   | \$21,125                           | T                    |      |                  |                 |   | Software & Hardware Net Price |
|---------------------------|------------------------|----------------------------|------------------------------------|----------------------|------|------------------|-----------------|---|-------------------------------|
| <b>49</b> 7,0 <b>2</b> \$ | 191,02\$               | \$21,528                   | 002,05\$                           |                      |      |                  |                 |   | Hardware Price                |
| 001114                    | 001114                 | 001110                     | 000(74                             |                      |      |                  | 21221           |   | V05 W00/5 W4                  |
| 004,1\$                   | 004,1\$                | 007'1\$                    | 000'Z\$                            | EXPIRED              |      |                  | 10315           | NAI DIGITAL DICOM BOX ALL OPTION        | NAI DICOM BOX                 |
| 0\$                       | ∀/N                    | INCFNDED                   | INCFUDED                           | EXPIRED              | CI   | Radiology Office | 806PNKQ00351    | PLANAR 20" 1600X1200 FLAT PAUEL MONITOR | AOTINOM AADIV                 |
| 0\$                       | A/N                    | INCLUDED                   | INCLUDED                           | EXPIRED              | Cı   | Radiology Office | 8215D1U LKYZ277 | IBM THINKCENTRE                         | VIDAR WORKSTATION             |
| \$3,920                   | 026'8\$                | 026'8\$                    | 009'9\$                            | EXPIRED              | Cı   | Radiology Office | £6900£          | VIDAR DIAGNOSTIC PRO ADVANTAGE          | VIDAR DIGITIZER               |
|                           | '                      |                            |                                    |                      |      |                  |                 |   | DIGITIZERS:                   |
| 0\$                       | A/N                    | INCLUDED                   | INCLUDED                           | EXPIRED              | CI   | Radiology Office | 9610007         |   | PACSCUBE RAS16                |
| 0\$                       | A\N                    | INCLUDED                   | INCLUDED                           | EXPIRED              | CI   | Radiology Office | 7CJ-2D5U        | 17" COLOR LCD                           | PACSCUBE MONITOR              |
|                           | \$1/08/90<br>\$1/10/20 |                            |                                    |                      |      |                  |                 |   |                               |
| Total Cost                | ↑ ЯA∃Y                 | Discounted<br>Annual Price | FOSL DATE Normal Annual Price/Unit | Warranty End<br>Date | Воот | Location         | # Isi192        | noistaV/laboM/safoM                     | Description                   |

APPLIED DISCOUNTS:

4. President & CEO Discount

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\*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

4/30/13 EXHIBIT K CR CR LANCASTER CA 93536
LANCASTER CA 93536
LANCASTER CA 93536

# EMERALD PREFERRED SERVICE AGREEMENT

| \$32,884   | \$32,884        | \$41°88¢                   | \$10,620           |           |                      |                         |                        |               |                                    | Hice Price              |
|------------|-----------------|----------------------------|--------------------|-----------|----------------------|-------------------------|------------------------|---------------|------------------------------------|-------------------------|
|            |                 |                            |                    |           |                      |                         |                        |               |                                    |                         |
| 009'7\$    | 009'7\$         | 009Ԡ\$                     | 009'+\$            |           |                      |                         | NON-DISCOUNTABLE       | SYAD S        | APPLICATION LABOR @ \$2250 PER DAY | SYAD DNINIAAT           |
| COVERED    | COVERED         | СОЛЕВЕD                    | COVERED            |           | EXPIRED              | Main Radiology Area     | South Valley Radiology | 56520643      | DRYPIX 3000                        | DRYPIX3000              |
| EOF NOT    | ## \$1,750      | <b>EOF NOT</b><br>\$1,750  | \$5,500<br>\$2,500 |           | EXPIRED              | Main Radiology Area     | South Valley Radiology | 915WK11       | SMARTCR CPU PIII 1.13GHZ DELL      | FLASH IIP               |
| 092,1\$    |                 |                            | -                  |           | ЕХЫВЕР               |                         |                        |               |                                    | EI ASH IIP              |
| 000,6\$    | 000'8\$         | 000'£\$                    | 99°9\$             |           | G 3 \                | Main Radiology Area TBD | South Valley Radiology | TBD           | FLASH IIP UPGRADE to FDX           | W L IO /7 L             |
| 0\$        | ∀/N             | ∀/N                        | INCLUDED           |           | EXPIRED              |                         |                        | 365ST11       | DEFT CX500                         | FLASH IIP               |
| 0\$        | FREE            | 000'£\$                    | 009'9\$            |           |                      | TBD                     | TBD                    | TBD           | FLASH IIP UPGRADE to FDX           |                         |
| 008,88     | 008'9\$         | 008'9\$                    | 000,11\$           | 3/31/2015 | EXPIRED              | Main Radiology Area     | South Valley Radiology | 26523216      | CK IR 346RU                        | SMART CR READER UNIT    |
| \$3,234    | \$3,234         | \$3,234                    | 029'7\$            |           | EXPIRED              | cı                      | Radiology Office       | 167620294     | DRYPIX PLUS 100V                   | DRYPIX PLUS             |
| 0\$        | A/N             | A\N                        | INCLUDED           |           | EXPIRED              | BS                      | Room 1                 | 110C01S326    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | A/N             | A\N                        | INCLUDED           |           | EXPIRED              | 85                      | Room 1                 | GW5L8P1       | DELL GX760 3.0G                    | FLASH IIP               |
| 0\$        | FREE            | 000'8\$                    | 009'9\$            |           |                      | QBT                     | TBD                    | QBT           | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$    | 008'9\$         | 008'9\$                    | 000,11\$           |           | EXPIRED              | B2                      | Room 1                 | 17121755      | CK IK 346RU                        | SMART CR READER UNIT    |
| 0\$        | A/N             | A/N                        | INCLUDED           |           | EXPIRED              | 72A                     | Room 2                 | A09C001208    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$        | ∀/N             | A\N                        | INCLUDED           |           | EXPIRED              | 72A                     | Z mooA                 | 3T3KT11       | DELL GX760 3.0G                    | FLASH IIP               |
| 0\$        | FREE            | 000'8\$                    | 009'9\$            |           |                      | DBT                     | Q8T                    | QAT           | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$    | 008'9\$         | 008'9\$                    | 000,11\$           | 3/31/2015 | EXPIRED              | 72A                     | Z mooA                 | 17121746      | CK IK 346RU                        | SMART CR READER UNIT    |
|            |                 |                            |                    |           |                      |                         |                        |               |                                    |                         |
|            | <b>⊅1/0E/90</b> |                            |                    |           |                      |                         |                        | ·             |                                    |                         |
|            | £1/10/70        |                            |                    |           |                      |                         |                        |               |                                    |                         |
| teoS lstoT | YEAR 1          | Discounted<br>Spring Price | Normal<br>Price    | EOSL DATE | Warranty<br>End Date | Коот                    | Location               | Serial Number | ІэроМ                              | Description             |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

**30%** 

**Total Discount** 

8ANAPSE HHUMPHREY-CHC EXHIBIT K 4/30/13 LOS ANGELES CA 90003

EQUIPMENT LOCATION (If Different from Invoicing Information):

EQUIPMENT LOCATION (If Different from Invoicing Information):

# EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|            |                 | scessary                   | *Pro Rated If Ne            |              |                      |      |          |          |                     |                    |
|------------|-----------------|----------------------------|-----------------------------|--------------|----------------------|------|----------|----------|---------------------|--------------------|
| 0\$        | 0\$             |                            | 0\$                         |              |                      |      |          |          |                     | Software Price     |
|            |                 |                            |                             |              |                      |      |          |          |                     | SOFTWARE LICENSES: |
|            |                 |                            |                             |              |                      |      |          |          |                     | SOFTWARE           |
|            | b1/0E/90        |                            |                             |              |                      |      |          |          |                     | -                  |
|            | £1/10/70        |                            |                             |              |                      |      |          |          |                     |                    |
| Total Cost | ſ Я <b>A</b> ∃Y | Discounted<br>Annual Price | Normal Annual<br>Price/Unit | EOSL<br>DATE | Warranty End<br>Date | Воот | Location | Serial # | Notes/Wodel/Version | Description        |

# **ЗЯАМОВАН**

| <b>₽</b> 91'l\$ | t91'1\$          | <b>⊅</b> \$l'l\$ | 8£9,1\$           |          |         |              |                |              |                           | Software & Hardware Net Price        |
|-----------------|------------------|------------------|-------------------|----------|---------|--------------|----------------|--------------|---------------------------|--------------------------------------|
| <b>†</b> 91'l\$ | \$1'1 <b>2</b> ¢ | t21,154          | 869,1\$           |          |         |              |                |              |                           | Hardware Price                       |
|                 |                  |                  |                   |          |         |              |                |              |                           |                                      |
| £8£\$           | \$383            | £8£\$            | <i>††</i> 9\$     |          | EXPIRED | KEADING ROOM | WAIN RADIOLOGY | 710PUKN00119 | PLANAR DOME E5            | DOME 5MP DISPLAY                     |
| \$383           | \$383            | \$383            | <del>77</del> 9\$ |          | EXPIRED | READING ROOM | MAIN RADIOLOGY | 709PNKN00132 | PLANAR DOME E5            | DOME 5MP DISPLAY                     |
| \$287           | \$282            | \$282            | 007\$             |          | EXPIRED | READING ROOM | MAIN RADIOLOGY | AY788351872  | NEC MULTISYNC LCD 2090UXI | NEC 20" 1600X1200 FLAT PAUEL MOUITOR |
| 901\$           | 901\$            | 901\$            | 091\$             | 9/8/2019 | EXPIRED | READING ROOM | MAIN RADIOLOGY | BXHRTV1      | DELL PRECISION T5500      | SYNAPSE ADVANCED WORKSTATION         |
|                 |                  |                  |                   |          |         |              |                |              | <u>.</u>                  | WORKSTATIONS & MONITORS:             |
|                 |                  |                  |                   |          |         |              |                |              |                           |                                      |

APPLIED DISCOUNTS:

: S3TON

4. President & CEO Discount

%0E

**Total Discount** 

30%

\*An increase of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

4/30/13 EXHIBIT K CR CR TOS ANGELES CA 90003

EQUIPMENT LOCATION (If Different from Invoicing Information):

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD PREFERRED SERVICE AGREEMENT

| 645,55\$             | 675,55\$ | 676,36\$                   | \$24,383        |           |                      |      |                  |               |                                    | Met Price               |
|----------------------|----------|----------------------------|-----------------|-----------|----------------------|------|------------------|---------------|------------------------------------|-------------------------|
|                      |          |                            |                 |           |                      |      |                  |               |                                    |                         |
|                      |          |                            |                 |           |                      |      |                  |               |                                    |                         |
|                      | (-+      | (- +                       |                 |           |                      |      |                  |               |                                    |                         |
| 009'7\$              | 009Ԡ\$   | 009'7\$                    | 009'7\$         |           |                      |      | NON-DISCOUNTABLE | 2 DAYS        | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT           |
| 019' <del>1</del> \$ | 019'7\$  | 019'7\$                    | 004'9\$         |           | EXPIRED              | t911 | Main Radiology   | 86230900      | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 0\$                  | A/N      | A\N                        | INCLUDED        |           | EXPIRED              | 1165 | Маттодгарћу      | 1890131624    | BARCO                              | MONITOR                 |
| 0\$                  | A/N      | A\N                        | INCLUDED        |           | EXPIRED              | 1165 | Маттодгарћу      | 3C1Z311       | DELL OPTIPLEX GX755                | dll                     |
| 961,8\$              | 961,8\$  | 961,8\$                    | 807,11\$        |           | EXPIRED              | 1165 | Матодгарћу       | 41112198      | CK-IK 368                          | CLEARVIEW 1M            |
| 0\$                  | A/N      | A\N                        | INCLUDED        |           | EXPIRED              | 1180 | Main Radiology   | 728124127C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 094,1\$              | 094,1\$  | 092'\\$                    | \$5,500         |           | EXPIRED              | 1180 | Main Radiology   | PGSVFG1       | DELL OPTIPLEX GX755                | dII                     |
| 000,6\$              | 000'8\$  | 000,6\$                    | 009'9\$         |           |                      | TBD  | OBT.             | O8T           | FLASH IIP UPGRADE to FDX           |                         |
| 0\$                  | A/N      | A\N                        | INCLUDED        |           | EXPIRED              | 1180 | Main Radiology   | 728124117C    | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N      | A\N                        | INCLUDED        |           | EXPIRED              | 1180 | Main Radiology   | 197Jexe       | DELL OPTIPLEX GX755                | dll                     |
| 0\$                  | FREE     | 000,6\$                    | 009'9\$         |           |                      | TBD  | TBD              | DBT           | FLASH IIP UPGRADE to FDX           |                         |
| 868,11\$             | £6£,11\$ | 868,11\$                   | \$16,275        |           | EXPIRED              | 1180 | Main Radiology   | 77224672      | CK IR RU362                        | XG2000 READER UNIT      |
|                      |          |                            |                 |           |                      |      |                  |               |                                    |                         |
|                      | t1/0E/90 |                            |                 |           |                      |      |                  |               |                                    |                         |
|                      | £1/10/70 |                            |                 |           |                      |      |                  |               |                                    |                         |
| Total Cost           | ↑ ЯА∃Ү   | Discounted<br>Annual Price | Normal<br>Price | EOSL DATE | Warranty End<br>Date | Воот | Location         | Serial Number | ІэроМ                              | Description             |

\*Pro Rated If Necessary

4. President & CEO Discount

APPLIED DISCOUNTS:

30%

30%

**Total Discount** 

.S.X

SANAPSE MLK-MACC EXHIBIT K 4/30/13 LOS ANGELES CA 90059

ANGLIN LUTHER KING JR AMBULATORY CARE

EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

|           |          | cessary          | *Pro Rated If Ne            |          |                      |      |          |            |                         | Javmaavii                        |
|-----------|----------|------------------|-----------------------------|----------|----------------------|------|----------|------------|-------------------------|----------------------------------|
| 989'87\$  | 989'8†\$ | 969,84\$         | 084,69\$                    |          |                      |      |          |            |                         | Software Price                   |
| 002\$     | 002\$    | 002\$            | 000,1\$                     |          | EXPIRED              |      |          |            |                         | OKACLE FAILSAFE SOFTWARE         |
| \$2,240   | \$2,240  | \$2,240          | \$3,200                     |          | EXPIRED              |      |          |            |                         | SW CLUSTER FOR THE ORACLE DBASE  |
| 969'97\$  | 969'97\$ | 969'9†\$         | 082,280                     |          | EXPIRED              |      |          |            | 68,000 STUDIES PER YEAR | SYNAPSE PACS ANNUAL STUDY VOLUME |
|           |          |                  |                             |          |                      |      |          |            |                         | SYNAPSE S/N: SY-01-00873600-01   |
|           |          |                  |                             |          |                      |      |          |            |                         | SOFTWARE LICENSES:               |
|           |          |                  |                             |          |                      |      |          |            |                         | SOFTWARE                         |
|           | 71/0E/90 |                  |                             |          |                      |      |          |            |                         |                                  |
|           | £1\10\70 |                  |                             |          |                      |      |          |            |                         |                                  |
| soO lstoT | ſ ЯA∃Y   | Discounted Price | IsunnA IsmioN<br>Trice\Unit | EOL DATE | Warranty End<br>Date | Воош | Location | # Serial # | noiz19V/leboM/ze3oM     | Description                      |

|   |  | • |  | SERVERS:         |
|---|--|---|--|------------------|
|   |  |   |  | -Sebyebs-        |
| - |  |   |  | <b>Э</b> ЯАМОЯАН |

| 901\$         | 901\$            | 901\$          | 091\$         | 7102/81/6 | EXPIRED | A-7208 | BASEMENT                | 3QD4MS1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
|---------------|------------------|----------------|---------------|-----------|---------|--------|-------------------------|--------------|---|--|
| 901\$         | 901\$            | 901\$          | 091\$         | 7102/81/6 | ЕХРІКЕD | A-7208 | BASEMENT                | BXGRTV1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| 048\$         | 01/8\$           | 048\$          | \$1,200       |           | EXPIRED | B-8208 | NUCLEAR MEDICINE        | 24000015     | EIZO FLEXSCAN L887 GRAY 20.1" LCD MONITOR | EIZO FLEXSCAN DISPLAY  |
| 048\$         | 048\$            | 048\$          | \$1,200       |           | EXPIRED | 3-820B | NUCLEAR MEDICINE        | 24017015     | EIZO FLEXSCAN L887 GRAY 20.1" LCD MONITOR | EIZO FLEXSCAN DISPLAY  |
| 901\$         | 901\$            | 901\$          | \$120         | 9/18/2017 | EXPIRED | B-8208 | NUCLEAR MEDICINE        | IVT9HX8      | DELL PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| \$247         | Z4Z\$            | ZÞZ\$          | \$320         |           | EXPIRED | A-7208 | ОИСОГОСЬ                | 712PNKJ00232 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$54Z         | <b>ፈ</b> ቱሪ\$    | ZÞZ\$          | \$320         |           | EXPIRED | A-7208 | ОИСОГОСЬ                | 712PNKJ00234 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$282         | \$282            | \$282          | 007\$         |           | EXPIRED | A-7208 | ОИСОГОСЬ                | AY00210E68   | NEC WOLTISYNC LCD 2090UXI                 | NEC 20" 1600X1200 FLAT PANEL MONITOR                               |
| 901\$         | 901\$            | 901\$          | 091\$         | 9/18/2017 | EXPIRED | A-7208 | ОИСОГОСЬ                | 3QC5MS1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| <b>₹</b> 547  | 742\$            | Z4Z\$          | \$320         |           | EXPIRED | 1E-2   | SU                      | 712PNKJ00012 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| <b>₹</b> 547  | <b>ረ</b> ቱፘ\$    | Z4Z\$          | \$320         |           | EXPIRED | 1E-2   | SU                      | 712PNKJ00015 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$282         | \$282            | \$282          | 007\$         |           | EXPIRED | Z-31   | sn                      | AY800S41X72  | NEC WULTISYNC LCD 2090UXI                 | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                               |
| 901\$         | 901\$            | 901\$          | 091\$         | 9/18/2017 | EXPIRED | 1E-2   | sn                      | BXKNTV1      | DEFT PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| \$54Z         | ZÞZ\$            | ZÞZ\$          | \$320         |           | EXPIRED | 1E-16E | Main Radiology          | 712PNKJ00095 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$54Z         | Z4Z\$            | ZÞZ\$          | \$320         |           | EXPIRED | 1E-16E | Main Radiology          | 712PNKJ00017 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$282         | \$282            | \$282          | 007\$         |           | EXPIRED | 1E-16E | Main Radiology          | AY301241X72  | NEC MULTISYNC LCD 2090UXI                 | NEC 20" 1600X1200 FLAT PANEL MONITOR                               |
| 901\$         | 901\$            | 901\$          | \$120         | 9/18/2017 | EXPIRED | 1E-16E | Main Radiology          | ₽XHNTV1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| \$383         | \$383            | \$383          | <i>tt</i> 9\$ |           | EXPIRED | 1E-16E | Main Radiology          | 1204NKN00078 | PLANAR DOME E5                            | DOME 5MP DISPLAY   |
| \$383         | \$383            | \$383          | <i>tt</i> 9\$ |           | EXPIRED | 1E-16E | Main Radiology          | 1204NKN00147 | PLANAR DOME E5                            | DOME 5MP DISPLAY   |
| \$282         | \$282            | \$282          | 007\$         |           | EXPIRED | 1E-16E | Main Radiology          | S15722884UA  | NEC WOLTISYNC LCD 2090UXI                 | NEC 20" 1600X1200 FLAT PANEL MONITOR                               |
| 901\$         | 901\$            | 901\$          | \$120         | 9/18/2017 | EXPIRED | 1E-16E | Main Radiology          | 3QD5MS1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
| \$247         | Z4Z\$            | Z4Z\$          | \$320         |           | EXPIRED | 391-31 | Main Radiology          | 712PNKJ00189 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$247         | <b>ፈ</b> ቱሪ\$    | ZÞZ\$          | 9320          |           | EXPIRED | 1E-16E | Main Radiology          | 712PNKJ00250 | PLANAR DOME E3                            | DOME 3MP DISPLAY   |
| \$282         | \$282            | \$282          | 007\$         |           | EXPIRED | 1E-16E | Main Radiology          | AY101S41X72  | NEC WULTISYNC LCD 2090UXI                 | NEC 20" 1600X1200 FLAT PAUEL MOUITOR                               |
| 901\$         | 901\$            | 901\$          | \$120         | 9/18/2017 | EXPIRED | 391-31 | Main Radiology          | BXFNTV1      | DEFF PRECISION T5500                      | SYNAPSE ADVANCED WORKSTATION                                       |
|               |                  |                |               |           |         |        |                         |              |   | WORKSTATIONS & MONITORS:   |
|               |                  |                |               |           |         |        |                         |              |   |  |
| 969\$         | 969\$            | 969\$          | 098\$         |           | EXPIRED | DC     | DATA CENTER             | \$119N66S    | X2EKIE2 365                               | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| 969\$         | 969\$            | 969\$          | 098\$         |           | EXBIBED | DC     | DATA CENTER             | 1719N66      | XZEBIES 365<br>XZEBIES 365                | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| 8403          | \$403            | \$403          | 929\$         |           | EXPIRED | DC     | DATA CENTER             | KQWRFT8      | X2EBIES 300                               | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| \$403         | £07\$<br>£07\$   | \$403          | 929\$         |           | EXPIRED | DC     | DATA CENTER             | KØMAGEL      | XSEBIES 3200                              | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| £003<br>\$403 | £07\$<br>\$403   | £07\$<br>\$403 | 929\$         |           | EXPIRED | DC     | DATA CENTER             | KØMKEB0      | XSEBIES 3200                              | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| \$403         | £003<br>\$\psi05 | 207\$          | 929\$         |           | EXPIRED | DC     | DATA CENTER             | KQWRFT1      | XZEBIES 3200                              | IBM XSERIES SAN ATTACHED CLUSTER                                   |
| \$403         | £07\$<br>\$403   | \$403<br>\$403 | 929\$         |           | EXPIRED | DC     | DATA CENTER             | 1900H66S     | XSEBIES 3200                              | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| \$403         | £07\$<br>£07\$   | £07\$<br>\$403 | 929\$         |           | EXPIRED | DC     | DATA CENTER             | 8748H992     | XZEBIEZ 3200                              | IBM XSERIES SAN-ATTACHED CLUSTER                                   |
| \$403         | £07\$<br>£07\$   | £07\$<br>£07\$ | 929\$         |           | EXPIRED | DC     |                         | \$278H66     |   |  |
| \$403         | £07\$<br>£07\$   | £07\$<br>£07\$ | 929\$         |           | EXPIRED | DC     | DATA CENTER DATA CENTER | 9978166      | X2EBIE2 3200<br>X2EBIE2 3200              | IBM XSERIES SAN-ATTACHED CLUSTER  IBM XSERIES SAN-ATTACHED CLUSTER |
|               | 8403<br>949,1\$  | 929'l\$        | \$2,250       | 7102/81/6 |         | DC     |                         |              |   |  |
| 978,1\$       | 27.2 1.2         | 272 12         | 62.250        | 7100/81/6 | EXPIRED | Ju     | DATA CENTER             | 1RP09V1      | POWEREDGE R720 RACK SERVER                | DEFT BOMEBEDGE BYCK SEBNEB   |
| 1             | I                |                |               |           |         |        |                         |              |   | SEKNEKS:   |

SYNAPSE MLK-MACC **EXHIBIT K** 4/30/13

**\$29,474** 

119'09\$

**747**62\$

119'09\$

30% 30%

**\$29,474** 

119'09\$

\$42,028

089'98\$

Total Discount

**LOS ANGELES CA 90059** 12021 WILMINGTON AVENUE MARTIN LUTHER KING JR AMBULATORY CARE EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

| 980'06\$                                | 980'06\$             | 980'06\$                   | \$128,608                   |           |                      |         |          | _              | Software & Hardware Net Price                                |                                      |  |  |  |
|---|----------------------|----------------------------|-----------------------------|-----------|----------------------|---------|----------|----------------|--|--------------------------------------|--|--|--|
| 6 <b>††</b> '↓†\$                       | 677°L7\$             | 677°17\$                   | 8ZL'69\$                    |           |                      |         |          |                |  | Нагамате Ргісе                       |  |  |  |
| • |                      |                            | 557 524                     |           |                      | I       |          |                |  |                                      |  |  |  |
| 004,1\$                                 | 004,1\$              | 004,1\$                    | \$2,000                     |           | EXPIRED              | 1E-10   | ВE       | 11232          | NAI DICOM BOX ALL OPTIONS  NAI DIGITAL DICOM BOX ALL OPTIONS |                                      |  |  |  |
| 004,1\$                                 | 004,1\$              | 004,1\$                    | 000,2\$                     |           | EXPIRED              | 1E-16B  | sn       | 11234          | NAI DIGITAL DICOM BOX ALL OPTIONS                            | NAI DICOM BOX                        |  |  |  |
| ۱۴/400                                  | 004,1\$              | 004,1\$                    | \$2,000                     |           | EXPIRED              | 1E-16   | RF       | 73711          | NAI DIGITAL DICOM BOX ALL OPTIONS                            | NAI DICOM BOX                        |  |  |  |
| ۱,400                                   | 004,1\$              | 004,1\$                    | \$5,000                     |           | EXPIRED              | 1E-16B  | sn       | 768E3EHH       | NAI BOXES HAND HELD  | NAI DICOM BOX                        |  |  |  |
| 004,1\$                                 | 004,1\$              | 004,1\$                    | \$2,000                     |           | EXPIRED              | 1E-16   | RF       | 068E9EHH       | NAI BOXES HAND HELD  | NAI DICOM BOX                        |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                | ,  | NAI BOXES:                           |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                |  |                                      |  |  |  |
| £69'1\$                                 | £69'l\$              | £69'1\$                    | \$2,275                     |           | EXPIRED              | DC      | RIGIP    | BIP253860S     | F5 BIG-IP 1500   | BIGIP F5 CONTENT SWITCH              |  |  |  |
| £69'\\$                                 | £69'l\$              | £69'I\$                    | \$2,275                     |           | EXPIRED              | DC      | BIGIP    | BIP253819S     | F5 BIG-IP 1500   | BIGIP F5 CONTENT SWITCH              |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                |  | CONTENT SWITCHES:                    |  |  |  |
| 0\$                                     | A/N                  | INCLUDED                   | INCLUDED                    |           | EXPIRED              | 1E-20B  |          | W102535        | IBM THINKCENTRE  | DIGITIZER WORKSTATION                |  |  |  |
| 879'7\$                                 | 879'7\$              | 875,548                    | 0+9'8\$                     |           | EXPIRED              | 1E-20B  |          | 928096         | VIDAR DIAGNOSTIC PRO ADVANTAGE                               | VIDAR DIGITIZER                      |  |  |  |
| 817 62                                  | 872.02               | 87 578                     | \$3 EVU                     |           | EXDIBED              | 16-208  |          | 928098         | VIDAR DIAGNOSTIC PRO ADVANTAGE                               |                                      |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                |  | DIGITIZERS:                          |  |  |  |
| 0\$                                     | A/N                  | INCLUDED                   | INCLUDED                    |           | EXPIRED              | 1E-20B  |          | 1Eb2BC4        | DEFF BRECISION 490   | PACSCUBE WORKSTATION                 |  |  |  |
| \$5,450                                 | \$2,450              | \$2,450                    | 009'8\$                     |           | EXPIRED              | 1E-20B  |          | 10014626       | DATCARD PACSCUBE EXPRESS 100X                                | DATCARD PACSCUBE                     |  |  |  |
| 037 04                                  | 01/04                | 027 04                     | 002 00                      |           | CABIBLE              | 450 27  |          | 00077007       | PACSCUBES:   |                                      |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                |  |                                      |  |  |  |
| 008'6\$                                 | 008'6\$              | 008'6\$                    | \$14,000                    |           | EXPIRED              | DC      | EWC      | 02200908000M9A | EMC CLARIION CX3 MODEL 20                                    | EMC SAN DISK STORAGE                 |  |  |  |
|   |                      |                            |                             |           |                      |         |          |                |  | STORAGE:                             |  |  |  |
| 282\$                                   | 282\$                | 282\$                      | 007\$                       |           | EXPIRED              | tG-13   | ENT      | AY00210E68     | NEC WNTLISANC FCD 50800XI                                    | NEC 20" 1600X1200 FLAT PAUEL MOUITOR |  |  |  |
| \$282                                   | \$282                | \$282                      | 007\$                       |           | EXPIRED              | 4G-13   | ENT      | AY70210E68     |  |                                      |  |  |  |
| 901\$                                   | 901\$                | 901\$                      | \$120                       | 7102/81/6 | EXBIBED              | 4G-13   | ENT      | DM15RG1        | NEC WNTLI8ANC FCD 5080NXI DEFF BKECI8ION 12400               | NEC 20" 1600X1200 FLAT PANEL MONITOR |  |  |  |
| 282\$                                   | 282\$                | \$282                      | \$400                       | 2106/81/6 | EXBIBED              | 201     | DENTAL   | AYY01241XY     | NEC WOLTISYNC LCD 2090UXI                                    | NEC 20" 1600X1200 FLAT PANEL MONITOR |  |  |  |
| •                                       | Z8Z\$                | -                          | _                           |           |                      |         |          |                |  |                                      |  |  |  |
| \$282                                   |                      | \$282                      | 00†\$                       |           | EXPIRED              | 201     | DENTAL   | AY860S41XT     | NEC WNTLISANC CCD 5090NXI                                    | NEC 20" 1600X1200 FLAT PANEL MONITOR |  |  |  |
| 901\$                                   | 901\$                | 901\$                      | \$120                       | 7102/81/6 | EXPIRED              | 201     | DENTAL   | JIRZGG1        | DEFT BRECISION 12400   | SYNAPSE ADVANCED WORKSTATION         |  |  |  |
| \$282                                   | \$282                | \$282                      | 00†\$                       |           | EXPIRED              | 1F-12   | ОНТЯО    | AY401941S82    | NEC WNTLISANC FCD 5090NXI                                    | NEC 20" 1600X1200 FLAT PANEL MONITOR |  |  |  |
| \$282                                   | \$282                | \$282                      | 00†\$                       |           | EXPIRED              | 1F-12   | OHTAO    | AY80S10E68     | NEC MULTISYNC LCD 2090UXI                                    | NEC 20" 1600X1200 FLAT PANEL MONITOR |  |  |  |
| 901\$                                   | 901\$                | 901\$                      | \$120                       | 7102/81/6 | СХРІВЕD              | 1F-12   | OHTAO    | 7KR2GG1        | DEFF PRECISION T5400   | SYNAPSE ADVANCED WORKSTATION         |  |  |  |
| 01/8\$                                  | 01/8\$               | 0+8\$                      | \$1,200                     |           |                      | MAIN ER | ЯЭ       | 49084994       | EIZO FLEXSCAN L985EX GRAY 21.3" LCD MONITOR                  | EIZO EFEXSCAN DISPLAY                |  |  |  |
| 048\$                                   | 048\$                | 048\$                      | \$1,200                     |           | EXPIRED              | A3 NIAM | ЕВ       | 49054594       | EIZO FLEXSCAN L985EX GRAY 21.3" LCD MONITOR                  | EIZO EFEXSCAN DISPLAY                |  |  |  |
| 901\$                                   | 901\$                | 901\$                      | \$120                       | 9/18/2017 | СЗЯІЧХЭ              | A3 NIAM | ER       | 8M15RG1        | DEFF PRECISION T5400   | SYNAPSE ADVANCED WORKSTATION         |  |  |  |
|   | 11/08/90<br>11/08/90 |                            |                             |           |                      |         |          |                |  |                                      |  |  |  |
| teo3 lstoT                              | YEAR 1               | Discounted<br>Annual Price | Normal Annual<br>Price/Unit | EOL DATE  | Warranty End<br>Date | Воош    | Location | Serial #       | noisraVlaboM\zatoM   | Description                          |  |  |  |

APPLIED DISCOUNTS:

4. President & CEO Discount

TOTAL RADIOLOGY DEPARTMENT **TOTAL IT DEPARTMENT** 

\*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

СК MLK-MACC **EXHIBIT K** 4/30/13

**FOS ANGELES CA 90059** 12021 WILMINGTON AVENUE EQUIPMENT LOCATION (If Different from Invoicing Information):

#### EMERALD PREFERRED SERVICE AGREEMENT

|                      | lecessary            | Pro Rated If N             |                  |           |                      |                    |                  |                |                                    |                         |
|----------------------|----------------------|----------------------------|------------------|-----------|----------------------|--------------------|------------------|----------------|------------------------------------|-------------------------|
| 617,88 <b>\$</b>     | 617,88 <b>\$</b>     | 617,501\$                  | 4157,350         |           |                      |                    |                  |                |                                    | Net Price               |
|                      |                      |                            |                  |           |                      |                    |                  |                |                                    |                         |
| 092'9\$              | 094'9\$              | 094,9\$                    | 094,8\$          |           |                      |                    | NON-DISCOUNTABLE | 3 DAYS         | APPLICATION LABOR @ \$2250 PER DAY | SYAO ƏNINIAЯT           |
| 019' <del>1</del> \$ | 019' <del>1</del> \$ | 019' <del>7</del> \$       | 007'9\$          |           | EXPIRED              | 1012-B             | ЕВ               | 75605077       | DRYPIX 5000 W/1 FILM DRAWER        | DRYPIX5000              |
| 101,6\$              | 101,6\$              | 101,6\$                    | 007,48           |           | EXPIRED              | 1E-20              | Main Radiology   | 76526359       | DRYPIX 4000 W/1 FILM DRAWER        | DRYPIX4000              |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1012-C             | EB               | 925LIS5120685K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N                  | A/N                        | INCLUDED         |           | EXPIRED              | 1012-C             | EB               | JXYDQB1        | DELL OPTIPLEX GX765                | dll                     |
| 0\$                  | FREE                 | 000,6\$                    | 009'9\$          |           |                      | QBT                | TBD              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| £6£,11\$             | 811,393              | 811,393                    | 912,91\$         |           | EXPIRED              | 1012-C             | ЕВ               | 66222840       | CK IK RU362                        | XG2000 READER UNIT      |
| 0\$                  | A\N                  | A\N                        | INCLUDED         |           | EXPIRED              | 1012-B             | EB               | 925LIS6081395K | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1012-B             | ER               | 9QC2QB1        | DELL OPTIPLEX GX755                | dll                     |
| 0\$                  | FREE                 | 000,6\$                    | 009'9\$          |           |                      | QBT                | TBD              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| £6£,11\$             | 811,393              | \$11,393                   | 912,91\$         |           | EXPIRED              | 1012-B             | ER               | 66222841       | CK IK RU362                        | XG2000 READER UNIT      |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 364                | ЯО               | 110C01233      | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A\N                  | A/N                        | INCLUDED         |           | EXPIRED              | 364                | ЯО               | GWCR8P1        | DELL OPTIPLEX 780                  | dll                     |
| 0\$                  | FREE                 | 000,6\$                    | 009'9\$          |           |                      | QBT                | TBD              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| 008'9\$              | 008'9\$              | 008'9\$                    | 000,11\$         | 3/31/2015 | EXPIRED              | 364                | ЯО               | 46729891B      | CK-IK 346RU                        | SMART CR                |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1E-21 RM3          | Main Radiology   | 1890132966     | BARCO E-2320                       | AOTINOM                 |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1E-21 RM3          | Main Radiology   | 31GSSF1        | DELL OPTIPLEX GX755                | dll                     |
| \$40,993             | \$10,993             | \$10,993                   | \$12,600         |           | EXPIRED              | 1E-21 RM3          | Main Radiology   | 86421231       | CK-IK 368                          | CLEARVIEW 1M            |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1E-21 RM2          | Main Radiology   | 1890140692     | BARCO E-2320                       | MONITOR                 |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1E-21 RM2          | Main Radiology   | 3FGSSF1        | DELL OPTIPLEX GX755                | dll                     |
| \$40,993             | \$40,993             | \$10,993                   | 009'91\$         |           | EXPIRED              | 1E-21 RM2          | Main Radiology   | 86521314       | CK-IK 368                          | CLEARVIEW 1M            |
| 0\$                  | A/N                  | ∀/N                        | INCLUDED         |           | EXPIRED              | 1-E INSIDE HALLWAY | Main Radiology   | 112C011652     | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N                  | A/N                        | INCLUDED         |           | EXPIRED              | 1-E INSIDE HALLWAY | Main Radiology   | HQ3YMB1        | DELL OPTIPLEX GX755                | dll                     |
| 0\$                  | FREE                 | 000,6\$                    | 009'9\$          |           |                      | QBT                | TBD              | QBT            | FLASH IIP UPGRADE to FDX           |                         |
| £6£,11\$             | 811,393              | £6£,11\$                   | 912,91\$         |           | EXPIRED              | 1-E INSIDE HALLWAY | Main Radiology   | 66222843       | CK IR RU362                        | XG2000 READER UNIT      |
| 0\$                  | A/N                  | A/N                        | INCLUDED         |           | EXPIRED              | yswlleH nisM       | Main Radiology   | 728124261C     | ELO TOUCHSCREEN                    | TOUCHSCREEN 19 INCH LCD |
| 0\$                  | A/N                  | A/N                        | INCLUDED         |           | EXPIRED              | Main Hallway       | Main Radiology   | SYQJMG1        | DELL OPTIPLEX GX755                | ПР                      |
| 0\$                  | FREE                 | 000,6\$                    | 009'9\$          |           |                      | Q8T                | TBD              | Q8T            | FLASH IIP UPGRADE to FDX           |                         |
| 866,11\$             | £6£,11\$             | 868,11\$                   | 912,215          |           | EXPIRED              | yswllaH nisM       | Main Radiology   | 07742298       | CK IR RU362                        | XG2000 READER UNIT      |
|                      |                      |                            |                  |           |                      |                    |                  |                |                                    |                         |
|                      | t1/0E/90             |                            |                  |           |                      |                    |                  |                |                                    |                         |
|                      | £1/10/20             |                            |                  |           |                      |                    |                  |                |                                    |                         |
| Total Cost           | YEAR 1               | Discounted<br>Annual Price | Normal<br>Sprice | EOSL DATE | Warranty End<br>Date | Воот               | Location         | Serial Number  | Model                              | Descubtion              |

4. President & CEO Discount APPLIED DISCOUNTS:

30%

30%

**Total Discount** 

# EXHIBIT L BUSSINESS ASSOCIATE AGREEMENT

**June 2013** 

# **BUSINESS ASSOCIATE AGREEMENT**

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION
TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

# **DEFINITIONS**

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 "<u>Disclose</u>" and "<u>Disclosure</u>" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "<u>Unsecured Protected Health Information</u>" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 "<u>Use</u>" or "<u>Uses</u>" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

# **OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 <u>Permitted Uses and Disclosures of Protected Health Information.</u>
  Business Associate:
  - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;
  - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
    - (i) Use Protected Health Information; and
    - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 <u>Prohibited Uses and Disclosures of Protected Health Information.</u> Business Associate:
  - (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
  - (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

# 2.3 <u>Adequate Safeguards for Protected Health Information</u>. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

# 2.4 <u>Reporting Non-Permitted Use or Disclosure and Security Incidents and</u> Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 <u>Immediate Telephonic Report.</u> Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) 711-5366.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual:
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 <u>Mitigation of Harmful Effect</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

- of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 <u>Breach Notification</u>. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
  - (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
  - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
    - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
    - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
    - (vi)The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 <u>Indemnification</u>. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

# 3.0 OBLIGATION OF COVERED ENTITY

3.1 <u>Obligation of Covered Entity</u>. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

# 4.0 TERM AND TERMINATION

- 4.1 <u>Term.</u> The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

# 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

# 5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 <u>Use of Subcontractors and Agents</u>. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### 5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 <u>Use of Subcontractors and Agents</u>. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

## ALARM SYSTEMS SERVICES AGREEMENT AMENDMENT NO. 6

| THIS AMENDMENT is made and e | ntered into this day of, 2013.   |
|------------------------------|--|
| By and between               | COUNTY OF LOS ANGELES (hereafter "County")                                 |
| And                          | ALLEN ALARM SYSTEMS, INC. (hereafter "Contractor").                        |
|                              | Business Address:<br>6317 S. Figueroa Street<br>Los Angeles, CA 90003-1025 |

WHEREAS, reference is made to that certain document entitled, "ALARM SYSTEMS SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-704372 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced with the following:

### PULMONARY SYSTEMS EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT

#### **AMENDMENT NO. 2**

| THIS AMENDMENT is made and e | ntered into this day of, 2013                                   |
|------------------------------|---|
| By and between               | COUNTY OF LOS ANGELES (hereafter "County")                      |
| And                          | NSPIRE HEALTH, INC. (hereafter "Contractor").                   |
|                              | Business Address:<br>1830 Lefthand Circle<br>Longmont, CO 80501 |

WHEREAS, reference is made to that certain document entitled, "PULMONARY SYSTEMS EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated August 1, 2007, and further identified as County Agreement No. H-702930 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

### "1. TERM:

- A. The term of this Agreement shall commence on August 1, 2007 and shall continue in full force and effect to midnight July 30, 2014, unless sooner canceled or terminated as provided herein.
- B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."
- 3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:
  - "A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph, in Exhibit A, Paragraph 10, Billing and Payment, and at the rates set forth in Schedules 1, 2 and 3, each applicable to their respective dates."
- 4. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph C is deleted in its entirety and replaced as follows:
  - "C. Between July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Thirty Eight Thousand, Five Hundred Twelve Dollars (\$38,512).
  - D. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed out of scope repair services and/or if equipment is added to any County Medical Facility."
- 5. Agreement, Paragraph 8, General Insurance Requirements, is deleted in its entirety and replaced as follows:

### "8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the

Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles Department of Health Services Centralized Contract Monitoring Section 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

### D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to

Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

### I. <u>Deductibles and Self-Insured Retentions (SIRs)</u>

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement.

Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

### K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

### L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### M. <u>Alternative Risk Financing Programs</u>

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- N. <u>County Review and Approval of Insurance Requirements</u>
  The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."
- 6. Agreement, Standard Provisions, is modified to add Paragraphs 48 and 49, as follows:
  - "48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.
  - 49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and

remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

- 7. Agreement is modified to add Schedule 3, attached hereto and incorporated herein by reference. All references to a Schedule in this Agreement shall now reference Schedules 1, 2, and 3, each applicable to their respective dates.
- 8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

**COUNTY OF LOS ANGELES** 

| By<br>Mitchell H. Katz, M.D.<br>Director of Health Services |
|---|
| NSPIRE HEALTH, INC.   |
| Contractor  |
|   |
| Signature   |
| Ву  |
| Printed Name  |
| Title   |

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

# nSpire Health, Inc. Pulmonary System Equipment Maintenance and Repair Services August 1, 2013 through July 30, 2014

### LAC+USC Medical Center Pulmonary Physiology Laboratory

|                                    |            |          | T C             |     | . 1 2012      |
|------------------------------------|------------|----------|-----------------|-----|---------------|
| E ' (D ' (                         | G : 1 //   | D !!     | Type of         | _   | ust 1, 2013 - |
| Equipment Description              | Serial #   | Part #   | Services        | Jul | y 31, 2014    |
| D&T B4D125 ISA                     |            |          |                 |     |               |
| Pulmonary System/Comprehensive     | 2110       | 17000000 | <b>.</b>        | Φ.  | 4 000 00      |
| Pulmonary Laboratory               | 2118       | K990023  | Premier         | \$  | 4,080.00      |
| R.S. 5P21 ISA                      |            |          |                 |     |               |
| Pulmonary System/Comprehensive     |            |          |                 |     |               |
| Pulmonary Laboratory               | 5885       | K990023  | Premier         | \$  | 4,080.00      |
| D&T B4D113 ISA Pulmonary           |            |          |                 |     |               |
| System/Comprehensive Pulmonary     |            |          |                 |     |               |
| Laboratory                         | 5902       | K990023  | Premier         | \$  | 4,080.00      |
| D&T B4D114 ISA                     |            |          |                 |     |               |
| Pulmonary System/Comprehensive     |            |          |                 |     |               |
| Pulmonary Laboratory               | 5908       | K990023  | Premier         | \$  | 4,080.00      |
| HDpft 3500 Comp Cntrct             |            |          |                 |     |               |
| Comprehensive Pulmonary Laboratory |            |          |                 |     |               |
| D&T B4D126                         | 2008SB0008 | K990023  | Premier         | \$  | 3,391.50      |
| Collins Body Plethysmograph D&T    |            |          |                 |     | ·             |
| B4D126                             | 2007CB0014 | BP       |                 | \$  | 1,472.63      |
| Collins Body Plethysmograph D&T    | 2007CD0014 | DI       |                 | Ψ   | 1,472.03      |
| B4D114                             | 2007CB0016 | BP       |                 | \$  | 1,472.62      |
| Insurance Rider                    |            |          |                 | ,   | \$2,500       |
| insurance Rider                    |            |          |                 |     | Ψ2,300        |
|                                    |            | *Annua   | al Service Cost | \$  | 25,156.75     |
|                                    |            | 1        | Reserve Funds   | \$  | 13,355.25     |
|                                    |            |          | Total Cost      |     | \$38,512.00   |

Excluded/Out-of-Scope Services: \$160 per hour plus County-allowable expenses Contractor shall invoice County quarterly in arrears

## ALARM SYSTEMS SERVICES AGREEMENT AMENDMENT NO. 6

| THIS AMENDMENT is made and e | ntered into this day of, 2013.   |
|------------------------------|--|
| By and between               | COUNTY OF LOS ANGELES (hereafter "County")                                 |
| And                          | ALLEN ALARM SYSTEMS, INC. (hereafter "Contractor").                        |
|                              | Business Address:<br>6317 S. Figueroa Street<br>Los Angeles, CA 90003-1025 |

WHEREAS, reference is made to that certain document entitled, "ALARM SYSTEMS SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-704372 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. This Amendment shall commence and be effective upon Board approval.
- 2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced with the following:

- "1. <u>TERM</u>: The term of this Agreement shall commence on July 1, 2003 and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."
- 3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:
  - "A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph 4, Billing and Payment, and Exhibit C, Paragraph 5. The rates to be paid for services are as follows:
    - (1) Between July 1, 2003 through December 31, 2004 at the rates set forth in Attachment A1 and Schedule B.
    - (2) Between January 1, 2005 through December 31, 2006 at the rates set forth in Schedule C-1.
    - (3) Between January 1, 2007 through September 13, 2010 at the rates set forth in Schedule D.
    - (4) Between September 14, 2010 through June 30, 2013 at the rates set forth in Schedule E.
    - (5) Between July 1, 2013 through June 30, 2018 at the rates set forth in Schedule F."
- 4. Agreement, Paragraph 5, Maximum Obligation Of County, last subparagraph is deleted in its entirety and replaced as follows:

### "5. MAXIMUM OBLIGATION OF COUNTY:

Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Nine Thousand, Five Hundred Seventy-Four Dollars (\$49,574) annually, yielding a total five-year cost of Two Hundred Forty-Seven Thousand, Eight Hundred Sixty-Eight Dollars (\$247,868).

During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional monitoring locations with maintenance and emergency repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed repair and emergency services and/or if equipment is added to any Medical Facility."

5. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

### "9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 9 and 10 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

• Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles Department of Health Services Centralized Contract Monitoring Section 5555 Ferguson Drive, Suite 210 Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions,

whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

### D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### E. <u>Insurer Financial Ratings</u>

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The

Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### H. <u>Sub-Contractor Insurance Coverage Requirements</u>

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

### I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

### K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

### L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### M. <u>Alternative Risk Financing Programs</u>

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance

provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

- N. <u>County Review and Approval of Insurance Requirements</u>
  The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."
- 6. EXHIBIT C, STATEMENT OF WORK, Paragraph 3, Contractor Responsibilities, Subparagraph D, Emergency Repair Services, is deleted in its entirety and replaced as follows:

### "D. <u>Emergency Repair Services:</u>

- 1) Contractor shall provide emergency repair services on a 24 hours a day, seven (7) days a week basis, including all legal holidays. Contractor shall respond telephonically within one (1) hour of a request for emergency repair services and shall have its service personnel at Facility to provide the repair services within four (4) hours of receiving the request for emergency repair services.
- 2) Between July 1, 2003 through June 30, 2013, Contractor shall provide emergency on-site repair services for Equipment on a time and material basis. Contractor shall submit estimates for required repairs, and obtain authorized written approval before proceeding with repairs, at an hourly rate of \$88.00 per hour, \$105.00 per hour for overtime and weekend, in addition to the cost of parts. If repair services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., regular hourly rates shall apply. If repair services are required after 5:00 p.m., Monday through Friday or on weekends or holidays, such services shall be considered overtime services and shall be billed to County at the rate as described in this Exhibit.
- 3) Between July 1, 2013 through June 30, 2018 Contractor shall provide emergency on-site repair services for Equipment on a time and material basis. Contractor shall submit estimates for required repairs, and obtain authorized written approval before proceeding with repairs, at an hourly rate of \$89.00 per hour, \$105.00 per hour for overtime and weekend, in addition to the cost of parts. If repair services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., regular hourly rates shall apply. If repair services are required after 5:00 p.m., Monday through Friday or on weekends or holidays, such services shall be considered overtime services and shall be billed to County at the rate as described in this Exhibit."

- 7. Agreement is modified to add Schedule F, attached hereto and incorporated herein by reference.
- 8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

### **COUNTY OF LOS ANGELES**

| Ву    |                             |
|-------|-----------------------------|
|       | Mitchell H. Katz, M.D.      |
|       | Director of Health Services |
| ALL   | EN ALARM SYSTEMS, INC.      |
|       | Contractor                  |
|       |                             |
|       | Signature                   |
| Ву    |                             |
|       | Printed Name                |
| Title |                             |

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

### ALLEN ALARM SYSTEMS, INC.

July 1, 2013 through June 30, 2018

| Department of Health Services                    |  |         |       |             |
|--|--|---------|-------|-------------|
|  |  | Monthly | # of  | Annual      |
| Location   | Services                                   | Payment | Units | Cost        |
| Rancho Los Amigos National Rehabilitation Center | Panic and Intrusion Monitoring             |         |       |             |
| 7601 East Imperial Highway                       | Materials Management Office                | \$34.22 | 1     | \$410.64    |
| Downey, California 90242                         | Warehouse                                  | \$34.22 | 1     | \$410.64    |
|  | Print Shop                                 | \$34.22 | 1     | \$410.64    |
|  | Central Supply/100 Building                | \$34.22 | 1     | \$410.64    |
|  | JPI Basement                               | \$34.22 | 1     | \$410.64    |
|  | Warehouse Fire Alarm                       | \$31.00 | 1     | \$372.00    |
|  | Northside                                  | \$34.22 | 60    | \$24,638.40 |
|  | Total for Monitoring                       |         |       | \$27,063.60 |
|  | Reserve funds for repairs and installation |         |       | \$18,500.00 |
|  | Annual Maximum Obligation                  |         |       | \$45,563.60 |

| Department of Public Health                                |   |                    |               |                 |
|--|---|--------------------|---------------|-----------------|
| Location   | Services                                  | Monthly<br>Payment | # of<br>Units | Annual<br>Cost  |
| Hollywood/Wilshire Health Center                           | Panic Alarm Monitoring                    | \$21.83            | 1             | \$262.00        |
| 5205 Melrose Avenue  | Taine Marin Womtoring                     | Ψ21.03             | 1             | <u>\$202.00</u> |
| Los Angeles, California 90038                              | Annual Maximum Obligation                 |                    |               | \$262.00        |
| Ruth Temple Health Center                                  | Panic Alarm Monitoring                    | \$21.83            | 1             | \$262.00        |
| 3834 South Western Avenue<br>Los Angeles, California 90062 | Annual Maximum Obligation                 |                    |               | \$262.00        |
| Torrance Public Health Center                              | Panic Alarm Monitoring                    | \$21.83            | 1             | \$262.00        |
| 711 Del Amo Boulevard<br>Torrance, California 90502        | Annual Maximum Obligation                 |                    |               | \$262.00        |
| Whittier Health Center                                     | Fire System Monitoring                    | \$40.00            | 1             | \$480.00        |
| 7643 South Painter Avenue                                  | Panic Alarm Monitoring                    | \$22.00            | 1             | \$264.00        |
| Whittier, California 90602                                 | Intrusion Alarm Monitoring                | \$46.00            | 1             | \$552.00        |
|  | Quarterly Inspection and Fire System Test | \$302.00           |               | \$1,208.00      |
|  | Annual Maximum Obligation                 |                    |               | \$2,504.00      |
| Martin Luther King, Jr. Center for Public Health           | Fire System - EST3                        | 35.00              | 1             | \$420.00        |
| 11833 South Wilmington Avenue                              | Intrusion System - Bosch panel            | 25.00              | 1             | \$300.00        |
| Los Angeles, CA 90059                                      | Annual Maximum Obligation                 |                    |               | \$720.00        |
|  | <b>I</b>                                  | Γotal - Public     | Health        | \$4,010.00      |

| GRAND TOTAL | \$49,573.60 |
|-------------|-------------|

Alarm System Checks as required by County shall be reimbursed at the rate of \$89.00 per hour.

Contractor shall bill at the rates of \$89.00 per hour and \$105.00 per hour for overtime for the Emergency Repair Services described in EXHIBIT C/STATEMENT OF WORK, Sub-Paragraph 3.D.